



# **NATRONA COUNTY BOARD OF COUNTY COMMISSIONERS**

## **AGENDA**

Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner  
Steve Schalgerer, Commissioner

Tuesday, January 20, 2015 5:30 p.m.  
Natrona County Courthouse, 200 North Center, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #1

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. APPROVAL OF CONSENT AGENDA**
- V. PUBLIC HEARINGS**
  - A. Community Development Block Grant (CDBG) Application for the WMC Foundation's Masterson Place
- VI. PUBLIC COMMENTS**
- VII. COMMISSIONER COMMENTS**
- VIII. ADJOURNMENT**



**NATRONA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

Forrest Chadwick, Commissioner  
Rob Hendry, Commissioner  
Matt Keating, Commissioner  
John H. Lawson, Commissioner  
Steve Schlagerer, Commissioner

**CONSENT AGENDA**

Tuesday, January 20, 2015 5:30 p.m.  
Natrona County Courthouse, 200 North Center Street, Casper, Wyoming  
2<sup>nd</sup> Floor, District Courtroom #2

**I. APPROVAL OF JANUARY 6, 2015 MEETING MINUTES**

**II. APPROVAL OF BILLS – \$535,968.57**

**III. CONTRACTS, AGREEMENTS, RESOLUTIONS**

- A. MOU between the NC BOCC & the US Department of Interior BLM by & through the WY BLM State Director Regarding Greater Crossbow Oil & Gas Project
- B. Resolution No. 03-15 Providing for the Appointment and Compensation of the County Attorney
- C. CenturyLink Metro Ethernet Service Fixed Period Pricing Plan Intrastate

**IV. STATEMENT OF EARNINGS**

County Clerk	\$112,380.90
Roads & Bridges, Parks	\$6,505.00
Planning	\$28,055.10
Clerk of Court	\$10,152.36
Cooperative Extension	\$70.00
<b>TOTALING</b>	<b>\$157,163.36</b>

**V. BONDS**

- A. David Drell – Judge, Town of Bar Nunn

**VI. BOARD APPOINTMENTS**

Mike Gilmore – Appointment to the NC Weed & Pest District (term ending December 31, 2018); Lt. Michael Steinberg Appointment to the Community Corrections Board (filling unexpired term ending December 31, 2017)

**VIII. PETITION AND AFFIDAVIT FOR CANCELLATION OF TAXES**

**TOTALING: \$101,769.40**

2014 SHAFFER, ELLEN C - \$218.67	2014 ZAYO GROUP LLC - \$2.70
2014 ZEPHYR ESTATES LLC - \$255.67	2014 ZAYO GROUP LLC - \$62.69
2014 PROVENCE PROPERTIES - \$884.78	2014 ZAYO GROUP LLC - \$10887.94
2014 ZAYO GROUP LLC - \$26.34	2014 ZAYO GROUP LLC - \$2.64
2014 ZAYO GROUP LLC - \$34.93	2014 ZAYO GROUP LLC - \$5889.46
2014 ROCKY MOUNTAIN SYSTEMS LLC - \$78321.57	
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$413.37	
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$172.80	
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$30.50	
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$31.14	
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$52.14	

2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$88.39  
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$73.61  
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$787.72  
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$119.10  
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$12.17  
2014 ROCKY MOUNTAIN PIPELINE SYSTEMS LLC - \$148.19  
2014 BEVERLY HEIGHTS DEVELOPMENT LLC - \$729.19  
2014 STALKUP LIVING TRUST CFD: SMITH, JUSTIN A -\$2523.61  
2014 CASPER HOUSING AUTHORITY - \$1871.49  
2014 CASPER HOUSING AUTHORITY - \$494.05

**BOARD OF COUNTY COMMISSIONERS  
MINUTES OF PROCEEDINGS  
January 6, 2015**

The regular meeting of the Board of County Commissioners was brought to order at 5:30 p.m. by Chairman Chadwick. Those in attendance were Commissioners Robert Hendry, Matt Keating, Commissioner John Lawson, Commissioner Steve Schlager, County Attorney Bill Knight, Deputy County Attorney Heather Duncan-Malone, County Clerk Renea Vitto and Commissioners' Assistant Michelle Maines.

Commissioner Hendry nominated Commissioner Chadwick as Chairman. Commissioner Keating seconded the motion. Motion carried.

Commissioner Keating nominated Commissioner Hendry as Vice-Chairman. Commissioner Schlager seconded the motion. Commissioner Hendry declined the nomination due to time commitment requirement as WCCA Vice Chairman. Commissioner Hendry nominated Commissioner Lawson as Vice-Chairman. Commissioner Keating seconded the motion. Motion carried.

**Consent Agenda:**

Commissioner Hendry moved for approval of the Consent Agenda with the removal of item: VII. Licenses: A. Richard Mathson-Bishop #121-4 approaches-lic. #29-14-34 for further discussion. Commissioner Lawson seconded the motion. Motion carried.

**VII. Licenses: A. Richard Mathson-Bishop #121-4 approaches-lic. #29-14-34**

Jason Gutierrez, Development reported the applied 4 approaches are for an upcoming Subdivision that the BOCC will see on the near future; currently working out the details before forwarding package onto the Planning & Zoning Commission for consideration. Recommended tabling this license and consider along with Subdivision request at the same time of the public hearing; subdivision permit required before building permit.

Commissioner Hendry moved to table license until Subdivision request goes to Planning & Zoning Commission. Commissioner Keating seconded the motion. Motion carried.

**Public Hearings:**

**A. Resolution 01-15 Transfer of Funds/Unanticipated Revenue**

Clerk Vitto reported the following proposal is to transfer \$2,796.10 from General Fund Cash Reserve to be disbursed into proper account lines: Commissioners/County Attorney Office Supplies-\$871.21; Assessor Office Supplies - \$1,924.89; and transfer \$121,069.26 from Unanticipated Revenue to be disbursed into proper account lines: Commissioners/Projects, Grants Victim Emergency Service-\$4,317.88; Commissioners/Projects, Grants Victim Services Salary Funds-\$6,563.24; Commissioners/Projects, Grants Local Emergency Planning Comm-\$835.24; Commissioners/Projects, Grants. of Justice BPV Partnership-\$1,400.00; Commissioners/Projects, Grants LETPA 2012-\$1,663.13; Commissioners/Projects,

Grants Citizen Corp 2012-\$263.55; Commissioners/Projects, Grants Asset Forfeiture Expenditures-\$1,785.67; Commissioners/Projects, Grants Victim Services Training & Equipment-\$36,004.27; Commissioners/Projects, Grants State VAWA Funds-\$975.10; Commissioners/Projects, Grants SHSP 2013 Grant-\$50,585.11; Commissioners/Projects, Grants LETPA 2013 Grant-\$16,676.07

Chairman Chadwick opened the public hearing.

Hearing no comments in favor or opposition, Chairman Chadwick closed the public hearing.

Commissioner Hendry moved for approval of the Transfer of Funds & Resolution. Commissioner Schlager seconded the motion. Motion carried.

#### **B. ZC14-0004**

A request by the Natrona County Development Department for a **Zone Map Amendment** from the existing Urban Mixed Residential (UMR) zoning district to the Rural Residential One (RR-1) zoning district, affecting the Antelope Hills Area Subdivisions to include parcels located in Antelope Hills Estates #1 Lots 1-58, Antelope Hills Estates #2, lots 102, 115, 116, 120, 149, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168- 180, 189-192, 199, 200 and Antelope Hills Estate #3 lots 3-54. The Planning & Zoning Commission recommended approval on December 9, 2014. To date staff has received significant public comment from Antelope Hills Estates residents in support of the proposed Zone Change.

Chairman Chadwick opened the public hearing.

Speaking in favor: Paul Paad (Casper)

Hearing no comments in opposition, Chairman Chadwick closed the public hearing.

Commissioner Hendry moved for approval of the Zone Change incorporating staff's findings of facts. Commissioner Schlager seconded the motion. Motion carried.

#### **Public Comments:**

Chairman Chadwick opened the floor to Public Comments.

Judy Jones (Casper), Paul Paad (Casper)

Hearing no further comments the floor was closed.

#### **Commissioner Comments:**

Chairman Chadwick opened the floor to Commissioner Comments.

Hearing no comments the floor was closed.

#### **Adjournment:**

There being no further business to come before the Board of Commissioners, Chairman Chadwick adjourned the meeting at 6: 04 p.m.

BOARD OF NATRONA COUNTY COMMISSIONERS

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Forrest Chadwick, Chairman

ATTEST:

NATRONA COUNTY CLERK

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Renea Vitto

12-24 CLUB INC	2,815.33	HENSLEY BATTERY LLC	303.62
ABC LEGAL SERVICES INC	680.00	HENSLEY, JAMES	1,846.91
ACE HARDWARE	37.54	HEWLETT-PACKARD CO	3,355.20
AFLAC PREMIUM HOLDING	6,889.02	HIGH PLAINS POWER INC	1,107.82
ALLEN, PATRICK C., MD P.C.	1,065.00	IAC&ME	350.00
ALSCO	41.62	ICMA RETIREMENT TURST-457	1,080.00
ALTIMUS DISTRIBUTING	347.16	JOHN DEERE FINANCIAL	953.46
AMERICAN MEDICAL BROKERS	16,194.47	KIMBALL MIDWEST	490.60
ATLAS OFFICE PRODUCTS	2,134.24	KNAPP SUPPLY & EQUIPMENT CO	207.64
B & B RUBBER STAMP SHOP LLC	152.00	LIFETIME HEALTH & FITNESS	1,829.30
BAR D SIGN COMPANY	680.38	MCMURRY READY MIX	9,540.63
BLOEDORN LUMBER - CASPER	52.53	METROPOLITAN LIFE INS CO	50.00
BOB BARKER COMPANY INC	390.75	MG OIL COMPANY	150.46
BW INSURANCE AGENCY INC	50.00	MIDWEST HOSE & SPECIALTY INC	34.02
CAIN, TIMOTHY J	721.50	MILLS, TOWN OF	672.84
CALL2TEST LLC	194.00	MORGAN, AUDIE	177.25
CAPITAL BUSINESS SYSTEMS INC	1,490.71	MOTOROLA SOLUTIONS INC	17,511.51
CAREER TRACK INC	149.00	MTN STATES LITHOGRAPHING	581.45
CASPER CONTRACTOR'S SUPPLY	547.83	NATIONAL CHILD SAFETY COUNCIL	800.00
CASPER FIRE X	984.25	NC GENERAL FUND	3,748.08
CASPER ORTHOPAEDIC ASSOC	190.20	ORACLE AMERICA INC	3,193.16
CENTRAL TRUCK AND DIESEL	43.14	ORCHARD TRUSTCOMPANY LLC	7,911.00
CENTURYLINK	2,771.01	OUTPATIENT RADIOLOGY, LLC	635.00
CENTURYLINK BUSINESS SERV	950.00	PAETEC	16.13
CHANEY, JONI	201.50	POSTMASTER/MILLS	245.00
CHARTER COMMUNICATIONS	1,147.23	POWDER RIVER SHREDDERS LLC	70.00
CITY OF CASPER	1,901.05	PRINTWORKS	372.29
CLERK OF DISTRICT COURT	680.00	PROCESS SERVICE OF WY INC	1,980.00
COCA-COLA BOTTLING COMPANY	338.00	PROFESSIONAL CLEANING SYS	2,666.00
COLONIAL LIFE & ACCIDENT	24.25	PUBLIC AGENCY TRAINING COUNCIL	590.00
COMPUTER PROFESSIONALS	99.99	QUALITY OFFICE SOLUTIONS INC	3,215.82
CRUM ELECTRIC SUPPLY CO	116.64	ROCKY MOUNTAIN POWER	34,418.50
DATALINE ASSOCIATES	746.17	RODOLPH BROTHERS INC	1,057.70
DAY REPORTING CENTER	8,765.00	ROSE BROS. INC.	143.72
DELL MARKETING LP	206.99	ROUSH, JORDAN	150.00
DEWITT WATER SYSTEMS & SERV	66.50	RT COMMUNICATIONS INC	39.29
DEX MEDIA WEST INC	10.64	SAFETY- KLEEN SYSTEMS INC	320.33
DOOLEY OIL CO INC	21.00	SECRETARY OF STATE	30.00
DRIVEN POWERSPORTS INC	144.94	SECURITY TRANSPORT	2,366.10
ECONOMIC DEVELOPMENT	25,000.00	SHAMROCK FOODS COMPANY	16,050.84
EMERGENCY COMMUNICATIONS	37,500.00	SHIRK'S ENTERPRISES	836.00
EMISSARY PROFESSIONAL GROUP	23,560.56	SNOW CREST CHEMICALS	525.00
EVANSVILLE, TOWN OF	303.00	SPECIALIZED PATHOLOGY	1,065.00
EXPRESS PRINTING	283.00	STEARNS, JANE MS LPC	510.00
FASTENAL COMPANY	25.45	STEPHENS - PECK INC	340.00
FEDEX FREIGHT	44.96	SUTHERLANDS	375.50
FERGUSON ENTERPRISES #3201	55.37	THE ABY MFG GROUP INC	86.50
FIRST INTERSTATE BANK	7,183.48	THOS Y PICKETT & COMPANY INC	3,250.00
GEOTEC INDUSTRIAL SUPPLY	1,677.50	UNITED OF NC	306.21
GLOBAL GOVERNMENT	54.00	UW COOP EXTENSION SERV	10.00
GRAINGER	5,546.00	VALIC	75.00
GREENUP, JENNIFER LYNN	625.00	VERIZON WIRELESS	4,091.26
GUTIERREZ, JASON	150.00	WALMART COMMUNITY/RFCSLLC	27.87
HALL, SHERRY DIANNE	232.50	WESTERN DETENTION	89.96
HD SUPPLY POWER SOLUTIONS	5.93	WESTERN WYOMING LOCK & SAFE	176.75
HEALTHSMART BENEFIT SOL	576.00		

WIMACTEL INC	140.00	WYO OFFICE PRODUCTS	81.71
WORTHINGTON, LENHART	435.00	WYOMING ORAL &	1,170.00
WY DEPT OF WORKFORCE SERV	23,966.28	ZERBE-ALME, KELLIE	700.00
WY RETIREMENT SYSTEMS	216,879.93		
WYOMING ASSOCIATION	100.00		
WYOMING DOOR SERVICE	330.00		535,968.57
WY MACHINERY COMPANY	2,474.60		



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATRONA COUNTY BOARD OF COMMISSIONERS

AND

THE UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
BY AND THROUGH THE WYOMING BLM  
STATE DIRECTOR

REGARDING

GREATER CROSSBOW OIL AND GAS PROJECT

## I. Introduction

This Memorandum of Understanding (MOU) establishes a cooperating agency relationship between the Bureau of Land Management's High Plains District office ("BLM") and Natrona County Board of Commissioners, Natrona County, Wyoming, ("Cooperating Agency" or "Cooperator") for the purpose of preparing the Greater Crossbow Oil and Gas Project EIS. The BLM is the lead federal agency for development of the Greater Crossbow EIS. The BLM acknowledges that the Cooperating Agency has jurisdiction by law and special expertise applicable to the Greater Crossbow EIS effort, as defined at 40 CFR 1508.15 and 1508.26. This MOU describes responsibilities and procedures agreed to by the Cooperating Agency and the BLM ("the Parties").

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality's National Environmental Policy Act (NEPA) regulations (in particular, 40 CFR 1501.6 and 1508.5), the BLM's planning regulations (in particular, 43 CFR 1601.0-5, 1610.3-1, and 1610.4), and the Department of the Interior Manual (516 DM 2.5).

## II. Purpose

The purposes of this MOU are:

- A. To designate Cooperating Agency in the Greater Crossbow EIS process.
- B. To provide a framework for mutual cooperation and coordination between the BLM and the Cooperator that will ensure successful completion of the Greater Crossbow EIS in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the Greater Crossbow EIS and the Record of Decision (ROD).
- D. To recognize and provide guidance for the development of a mutually respectful and effective Cooperating Agency relationship between the Parties which reflects their unique working relationship as it relates to the tasks at hand.
- E. To describe the respective responsibilities, jurisdictional authority, and expertise of each of the Parties in the planning process.

## III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
  - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
  - 2. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
- B. Regulations implementing the above authorities:

1. Council on Environmental Quality regulations (40 CFR 1501 et seq.)
  2. Bureau of Land Management planning regulations (43 CFR 1601 et seq.)
- C. The authorities of Cooperating Agency to enter into this MOU include, but are not limited to:
1. The General Powers and Duties of County Commissioners (WYO. STAT. ANN. 18-3-504)
  2. Special Expertise of Board of County Commissioners and Coordination of Planning Efforts with Federal Agencies (WYO. STAT. ANN. 18-5-208)

#### IV. Roles and Responsibilities

##### A. BLM Responsibilities:

1. As lead agency, the BLM retains final responsibility for the content of all planning and NEPA documents, which include the Draft EIS, the Final EIS, any Supplemental Drafts, and the ROD. The BLM's responsibilities include determining the purpose of and need for the EIS, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In completing these responsibilities, the BLM will meaningfully involve the Cooperator throughout the entire NEPA process, including but not limited to: development of the alternatives, identification of effects, selection of the preferred alternative, and determination of appropriate mitigation measures, review of public comments, and development of a Record of Decision.
2. To the maximum extent possible consistent with the BLM's responsibilities as lead agency, the BLM will gain early and consistent involvement of the Cooperator, consider the comments, recommendations, data, and/or analyses provided by the Cooperator in the EIS process, giving particular consideration to those topics on which the Cooperator is acknowledged to possess jurisdiction by law or special expertise.
3. To the fullest extent practicable the BLM will timely provide the Cooperator with copies of documents underlying the EIS relevant to the Cooperator responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EISs.

##### B. Cooperating Agency Responsibilities:

1. In accordance with Wyo. Stat. Ann. 18-5-208 the Natrona County Board of Commissioners is a Cooperating Agency in this NEPA process and is recognized to have jurisdiction by law and special expertise on all subject matters for which it has statutory responsibility including but not limited to,

all subject matters directly or indirectly related to health, safety, welfare, custom, culture and socio-economic viability of a county.

2. The Cooperator will provide information, comments, and technical expertise to the BLM regarding those elements of the EIS, and the data and analyses supporting them, in which it has jurisdiction or special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide the BLM with the plans, policies and positions of Natrona County Board of Commissioners including but not limited to: fire abatement plans, weed and pest management plans, zoning resolutions and development plans.
3. Within the areas of their jurisdiction or special expertise, the Cooperator may participate in any of the activities identified in Attachment A. These activities include, but are not limited to: providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve issues raised during scoping, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the EIS and supporting documents. (See also Section C.4.)
4. The Cooperator will have one member, and an alternate, appointed to represent its interests and work with the core and/or IDT (Interdisciplinary Team).

#### C. Responsibilities of the Parties:

1. The Parties agree to participate in this planning process in good faith and make all reasonable efforts to resolve disagreements. Where procedural or substantive disagreement may impede effective and timely completion of the Greater Crossbow Oil and Gas Project EIS, the Parties agree to utilize the facilitation and conciliation procedures described below (see Section V.G). Participation as a CA does not negate the cooperator's right to comment, protect, or appeal the analysis or a decision nor does it diminish or restrict the Cooperator's ability to coordinate with the BLM under the authority of FLPMA (43 U.S.C. 1712(c)(9)).
2. The Parties will make best effort to comply with the schedule provided as Attachment B, which includes dates for Greater Crossbow Oil and Gas Project EIS milestones and timeframes for Cooperator's reviews and submissions.
3. Each Party agrees to fund its own expenses associated with Greater Crossbow Oil and Gas Project EIS process, except that the BLM may contract with a Cooperator for technical studies within its jurisdiction or special expertise, as provided for in Section IV.B.4, and a Cooperator may volunteer to provide

financial assistance to the BLM to complete tasks associated with the Greater Crossbow Oil and Gas Project EIS.

4. The Parties agree to carefully consider whether proposed meetings or other activities would waive the Unfunded Mandates Reform Act exception to the Federal Advisory Committee Act (2 U.S.C. 1534(b) and 5 U.S.C App.).

#### V. Other Provisions

- A. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.
- B. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.
- C. Immunity and Defenses Retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- D. Conflict of interest. The Parties agree not to utilize any individual or organization for purposes of plan development, environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the Greater Crossbow EIS. Questions regarding potential conflicts of interest should be referred to BLM HQ or Field Ethics Counselors for resolution.
- E. Documenting disagreement or inconsistency. Where the BLM and one or more Cooperators disagree on substantive elements of the Greater Crossbow EIS (such as designation of the alternatives to be analyzed or analysis of effects), and these disagreements cannot be resolved, the BLM will include a summary of the Cooperator's[s'] views in the Draft Greater Crossbow EIS. The BLM will also describe substantial inconsistencies between its proposed action(s) and the objectives of state, local, or tribal land use plans and policies.
- F. Management of information. The Cooperator acknowledges that all supporting materials and draft documents may become part of the administrative record and may be subject to the requirements of the Freedom of Information Act (FOIA) and other federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors. The BLM acknowledges that the Cooperator's handling of these materials may implicate the requirements of The Wyoming Sunshine Law, WYO. STAT. ANN. 16-4-201 et. seq. The Parties agree that the BLM at its discretion may withhold from the

Cooperator those documents that would otherwise be available for public release under Wyoming Sunshine Law.

- G. **Conflict Resolution.** The Parties agree to make reasonable efforts to resolve procedural or substantive conflicts, and may agree to initiate an Alternative Dispute Resolution (ADR) process. The Parties acknowledge that BLM retains final responsibility for the decisions identified in the Greater Crossbow EIS and ROD.

1. **Facilitation.** The Parties agree that they may retain an independent facilitator to foster clear and efficient communication, if they deem it necessary.

- H. **Coordination with the BLM's contractor.** Ecology and Environment, Inc. (E&E) serves as the BLM's contractor for public involvement, data collection, environmental analysis, and Greater Crossbow EIS preparation. Cooperator may communicate with the contractor through BLM's representative, provide information and comments directly to the contractor, or collaborate with contractor's technical staff and subcontractors on matters within the Cooperator's special expertise. The Cooperator acknowledges that the BLM retains the exclusive responsibility to authorize modifications to the contract with E&E, and that the Cooperator is not authorized to provide technical or policy direction regarding the performance of this contract.

- I. **Coordination with Cooperating Agency's Contractor.** The Cooperator will provide the BLM a Contractor Coordination Letter describing the nature of the relationship between the Cooperator and its contractor and the authority given to the contractor, and clearly stating that: 1) contractor will represent the Cooperator; 2) the Cooperator has verified that its contractor has no conflict of interest, financial, or otherwise, in the outcome of the project; and 3) the Cooperator has contractually required its contractor to comply with a non-disclosure clause consistent with the Cooperator's obligations under Section V.F, above. The Cooperator will be responsible for all costs incurred by the contractor. The contractor serves to help fulfill cooperating agency responsibilities outlined in Section IV.B, above, and will be allowed to attend meetings between the Parties to this MOU. When two or more Cooperators each Cooperator must have a separate contract in place, and utilize the same contractor each must submit a Contractor Coordination Letter to the BLM.

## VI. Agency Representatives

Each Party will designate a representative and alternate representative, as described in Attachment C, to ensure coordination between the Cooperators and the BLM during the planning process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

- A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.
- B. Amendment. This MOU may be amended through written agreement of all signatories.
- C. Termination. If not terminated earlier, this MOU will end when the ROD for the Greater Crossbow EIS is approved by the BLM Authorized Officer. Any Party may end its participation in this MOU by providing written notice to the other Party.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Natrona County Board of Commissioners, by and through:

\_\_\_\_\_  
[Name]  
Chairman  
Natrona County Board of Commissioners

\_\_\_\_\_  
Date

BUREAU OF LAND MANAGEMENT, by and through:

\_\_\_\_\_  
Duane W. Spencer  
Buffalo Field Office Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stephanie Connolly  
High Plains District Manager

\_\_\_\_\_  
Date

## Attachment A

### Cooperating Agency Participation in the Greater Crossbow EIS

	Greater Crossbow Oil and Gas Project EIS	Potential Activities of Cooperating Agencies (CAs) within their acknowledged areas of expertise
1	Conduct scoping and identify issues	Provide input on coordination requirements based on CA plans; <b>identify significant issues; identify relevant local and regional organizations and interest groups; provide non-financial sponsorship of public forums with the BLM; collaborate in assessing scoping comments; identify connected, similar, and cumulative actions; identify other relevant agencies.</b>
2	Develop planning criteria	Provide advice on proposed planning criteria.
3	Collect inventory data	Identify data needs; provide data and technical analyses within the CA's expertise.
4	Formulate alternatives	Collaborate with the BLM in developing alternatives. Suggest land allocations or management actions to resolve issues. <b>Decision to select alternatives for analysis is reserved to the BLM.</b>
5	Estimate effects of alternatives	Provide effects analysis within the CA's expertise; identify direct, indirect, and cumulative effects within the CA's expertise; suggest mitigation measures for adverse effects.
6	Select the preferred alternative; issue Draft Greater Crossbow EIS	Collaborate with the BLM in evaluating alternatives and in developing criteria for selecting the preferred alternative; provide input on Preliminary Draft EIS. The CAs may provide written, public comments on draft if desired. <b>Decision to select a preferred alternative and to issue a draft is reserved to the BLM.</b>
7	Respond to comments	As appropriate, review comments within the CA's expertise and provide assistance in preparing BLM's responses.
7a	Issue Proposed FEIS	<b>Action reserved to BLM.</b>
7b	Initiate Governor's Consistency Review	Once initiated by the BLM, state CAs should contribute to the Governor's Consistency Review.
8	Sign Record of Decision (ROD)	<b>Action reserved to the BLM.</b>
8a	Resolve protests; modify Proposed FEIS if needed; sign ROD	<b>Action reserved to the BLM.</b> A CA that has provided information relevant to a protest may be asked for clarification.



**Attachment B**  
**Schedule**

<b>Task</b>	<b>Responsibility</b>	<b>Dates</b>
Scoping Period	core team, cooperators	Four week notice prior to review timeframes
Alternatives Development	core team, cooperators	
Preparation of Draft EIS	core team, cooperators	
Draft EIS Public Comment Period	cooperators, core team	
Review of Proposed Changes to Final EIS	cooperators, core team	
Preparation of Final EIS	core team	
Final EIS Public Availability Period	cooperators	

Attachment C  
Agency Representatives

Bureau of Land Management

Primary Representative: Thomas Bills  
Planning and Environmental Coordinator  
BLM Buffalo Field Office  
Phone: (307) 684-1133  
Email: tbills@blm.gov

Backup Representative: Duane W. Spencer  
Field Office Manager  
BLM Buffalo Field Office  
Phone: (307) 684-1141  
Email: dspencer@blm.gov

Natrona County Board of Commissioners

Primary Representative: <insert name & position title of contact employee>

Backup Representative: <insert name & position title of contact employee>



# United States Department of the Interior

## BUREAU OF LAND MANAGEMENT

Wyoming High Plains District

Buffalo Field Office

1425 Fort Street

Buffalo, Wyoming 82834-2436

[www.blm.gov/wy](http://www.blm.gov/wy)



*In Reply Refer To: 1311 (Crossbow)*

December 19, 2014

Mr. Forrest Chadwick  
Chairman  
Natrona County Commission  
200 North Center  
Casper, WY 82601

RECEIVED mm 12/29/14  
PLEASE ROUTE: DATE:  
BK HDM  
HDM HDM

Dear Mr. Chadwick:

The Bureau of Land Management (BLM) invites your participation as a Cooperating Agency in the preparation of the proposed Environmental Impact Statement (EIS) for the Greater Crossbow Oil and Gas Exploration and Development Project (project). EOG Resources (EOG) has acquired federal fluid mineral leases and has drilling rights on others in accordance with the Mineral Leasing Act of 1920 and the Federal Land Policy and Management Act (FLPMA) of 1976 (43 U.S.C. 1761). EOG proposes to explore for and develop oil and natural gas resources in southern Campbell and northern Converse Counties, Wyoming.

The project area is between Wright and Bill, Wyoming, primarily west of WY Highway 59. It includes parts of 10 townships, centered on T42N, R 73 & 73W, T41N, R72 & 73W, and T40N, 71 & 72W. The project area is about 120,000 acres, which includes approximately 106,000 acres of private surface (88 percent of the project area), 8,300 acres of surface administered by the State of Wyoming (7 percent of the project area), and 5,700 acres of the Thunder Basin National Grassland administered by the USFS (5 percent of the project area). There is no BLM-administered surface within the proposal area. The proposal area includes about 74,000 acres (62 percent of the project area) of BLM-administered federal fluid mineral estate. The remainder of the proposal area has fluid minerals owned by the State of Wyoming or private owners.

EOG is proposing a "spine and rib" approach that would maximize the use of multi-well pads (i.e., the ribs) that are strategically placed along well-planned, primary corridor systems that would include pipelines for oil, gas, condensate, and water, as well as utility lines (i.e., the spines). This design is intended to reduce surface disturbance, habitat fragmentation, truck traffic, and air emissions compared to that of a traditional oil and gas field development project.

The Buffalo Field Office will serve as the lead agency for the EIS. Preparation of this EIS will require the best efforts of the BLM and its collaborative partners who have special expertise or

jurisdiction by law with respect to this proposal. Therefore, pursuant to 40 CFR 1501.6, this letter is to invite your participation as a Cooperating Agency in this EIS.

Developing partnerships between cooperators and BLM will create a stronger, more efficient NEPA process. This will help lead to sustainable decision making for the lands and resources under our respective jurisdictions, and a healthy economy and environment that will serve all citizens well.

Please respond, in writing, if interested in becoming a Cooperating Agency. Also, please describe any jurisdiction by law or special expertise you would have as a Cooperating Agency with respect to any potential issues or concerns to the physical, natural, and socioeconomic environment within the proposed project vicinity. As a Cooperating Agency your participation may include those activities included in 40 CFR 1501.6(b). An agreement between the parties will need to be developed that identifies the respective responsibilities of the BLM and the Cooperating Agency in preparing the EIS.

Enclosed are EOG's proposal and an example Cooperating Agency agreement.

The BLM is planning to host public and agency scoping meetings the week of February 2, 2015 in Gillette and Douglas, Wyoming. The meetings will be held Tuesday, Wednesday, or Thursday of that week. An announcement for the meetings will be sent to all agencies once the dates and locations are confirmed. BLM will host a Cooperating Agency meeting in early 2015, further information is pending. If you have any questions, please contact Tom Bills, Project Manager, at (307) 684-1133, or e-mail [tbills@blm.gov](mailto:tbills@blm.gov).

Sincerely,



Duane W. Spencer  
Buffalo Field Office Manager

Enclosures

**GREATER CROSSBOW OIL AND GAS  
EXPLORATION AND DEVELOPMENT PROJECT  
DRAFT PLAN OF DEVELOPMENT  
September 2014**

**Prepared for Bureau of Land Management  
Buffalo Field Office**

**Submitted by EOG Resources, Inc.**

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## 1 INTRODUCTION

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In 2013, EOG Resources, Inc. (EOG) approached the Bureau of Land Management (BLM) Buffalo Field Office about preparing an Environmental Impact Statement (EIS) for proposed oil and gas exploration and development within the Greater Crossbow Area (**Figure 1**) in Campbell and Converse Counties, Wyoming (hereinafter referred to as the Greater Crossbow Project Area, Project Area, or PA).

EOG is proposing an innovative “spine and rib” approach that would maximize the use of multi-well pads (i.e., the ribs) that are strategically placed along well-planned, primary corridor systems that would include pipelines for oil, natural gas, condensate, and water, as well as utility lines (i.e., the spines). The spine and rib design of the Greater Crossbow Plan of Development (PoD) (hereinafter referred to as the Greater Crossbow PoD or Greater Crossbow Project) is intended to reduce surface disturbance, habitat fragmentation, truck traffic, and air emissions compared to that of a traditional oil and gas field development project. EOG’s proposed design would result in reduced impacts for multiple, potentially affected resources.

Key features of the Greater Crossbow PoD include the following:

- Development of an average of approximately 150 oil and natural gas wells per year over 10 years<sup>1</sup>, for 1,500 total oil and natural gas wells.
- Construction of up to 100 optimized development well pads (ODP).
- Two ODPs per section.
  - An individual ODP could host between 1 and 22 wells. For analysis purposes it is assumed that each ODP would host an average of 15 wells.
- Drilling of numerous formations per pad. Each ODP would be designed for simultaneous operations; EOG would be able to drill, complete, and produce multiple wells at the same time on the same pad.

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<sup>1</sup> Drilling is planned over a 10-year period; however, market conditions would dictate the length of the drilling phase and the number of wells drilled per year.

- A primary corridor system to include pipelines for oil, gas, condensate, and water, as well as utility lines, which would substantially reduce truck traffic.
- Phased electrification of production equipment to reduce air emissions.

## 1.1 PROJECT LOCATION AND BACKGROUND

### *Project Location*

The Greater Crossbow Project Area is located in the southern extent of the Powder River Basin (PRB) and includes portions of southern Campbell and northern Converse counties in northeast Wyoming. The Project Area is between Wright and Bill, WY, and encompasses all or portions of ten townships including T42N:R74W - T42N:R71W, T41N:R74W – T41N:R71W, T40N:R72W – T40N:R71W, and T39N:R72W.

Elevations within the Greater Crossbow Project Area range from approximately 4,500 to 5,500 feet above mean sea level. The Project Area falls within the Powder River Basin and Great Plains physiographic provinces and is located within the Antelope Creek drainage system. The area has historically been and is currently used for livestock grazing, oil and gas development, coal mining, wildlife habitat, and recreation. This area provides summer and fall grazing for cattle, sheep, and horses.

## 1.2 SURFACE AND MINERAL OWNERSHIP

The approximately 119,104 surface acres of the Project Area (PA) includes about 105,266 acres of privately owned lands (88% of the PA), 8,187 acres (7% of the PA) of State surface administered by the State of Wyoming, and 5,651 acres (5% of the PA) of federal lands managed by the U.S. Forest Service (USFS) Thunder Basin National Grasslands (TBNG). Surface and mineral ownership is summarized in **Table 1**. Of note, there is no BLM-administered surface within the Project Area.



**TABLE 1**  
**SURFACE AND MINERAL OWNERSHIP IN THE GREATER CROSSBOW PROJECT AREA**

<b>SURFACE OWNERSHIP (ACRES)</b>	
Private	105,266 (88%)
State	8,187 (7%)
Thunder Basin National Grasslands	5,651 (5%)
<b>Total Surface Acreage</b>	<b>119,104</b>
<b>MINERAL OWNERSHIP*</b>	
Private	34,333 (29%)
State	8,792 (7%)
Federal (BLM and USFS)	75,979 (64%)
<b>Total Mineral Acreage</b>	<b>119,104</b>

\*Mineral ownership acreage generated by EOG due to the confidential nature of mineral ownership. Mineral ownership calculations are also based on spatial analysis rather than land records.

### 1.3 EXISTING DEVELOPMENT

In 2013, the majority of oil wells spudded in Wyoming occurred within the PRB. While oil production in Wyoming has been growing as a result of new drilling technologies and shale plays (e.g., the Niobrara), natural gas production has been in steady decline since 2009.

The three primary producing plays within the PRB in Wyoming include the Frontier Formation, Cody Shale, and Mesaverde Formation.

According to the Wyoming Oil and Gas Conservation Commission (WOGCC) database, as of September 2, 2014 there over 40,000 wells in the PRB within Wyoming, of which 505 existing and permitted wells occur in the Greater Crossbow Project Area (**Table 2**). These include approximately 163 oil wells, 84 natural gas wells, 254 coal bed natural gas (CBNG) wells, one disposal well, and one monitoring well. Of these, there are 61 producing oil wells (25 vertical wells and 36 horizontal), 134 producing vertical CBNG wells, and 41 producing natural gas wells (7 vertical wells and 34 horizontal wells). 84 horizontal oil wells and 35 horizontal natural gas wells have approved Applications for Permit to Drill (APDs) but have not yet been drilled. Remaining wells in the Project Area are inactive or not-producing (e.g., shut-in, temporarily abandoned, permanently abandoned), or their status is unknown. **Table 2** summarizes the type and status of wells in the Project Area. Wells with approved WOGCC permits to drill may still require additional approvals prior to drilling, especially for wells that require access to federal surface or mineral estate. Existing and permitted wells in the Project Area include various

combinations of federal, state, and private ownership of mineral and surface estate. EOG is the operator for 102 of the producing wells in the Project Area.

### 1.3 INTERIM DEVELOPMENT

EOG is proposing an interim drilling program that will allow wells to be drilled during the preparation of the EIS. Interim drilling will include wells for which APDs have already been secured, wells for which approved APDs are pending, and new wells for which APDs will be submitted. The BLM will prepare site-specific NEPA analyses to support EOG's interim drilling plans. Interim drilling will help EOG to define the reservoir geology in the Greater Crossbow area, and will consequently allow them to refine ODP locations.

**TABLE 2**  
**EXISTING OIL AND GAS WELL TYPE AND**  
**STATUS WITHIN THE GREATER CROSSBOW PROJECT AREA**

WELL STATUS		WELL TYPE							TOTAL
		OIL	NATURAL GAS	COAL BED NATURAL GAS	DISPOSAL	INJECTOR	OTHER	MONITORING	
Inactive, Not-Producing	Vertical	4	1	103	0	0	2	0	120
	Horizontal	0	3	0	0	0	0	0	3
Active, Producing	Vertical	25	7	134	1	0	0	0	167
	Horizontal	36	34	0	0	0	0	0	70
Permit to Drill	Vertical	0	0	0	0	0	0	0	0
	Horizontal	84	35	0	0	0	0	0	121
Unknown Status/Other		14	4	17	0	0	0	1	24
<b>Total</b>		<b>163</b>	<b>84</b>	<b>254</b>	<b>1</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>505</b>

Source: WOGCC September 2, 2014

**Note:** Well class and status categories from WOGCC database were grouped according to the row and column headings in the table for ease of interpretation.

#### 1.4 EOG RESOURCES, INC.

EOG is one of the largest independent (non-integrated) crude oil and natural gas companies in the United States with proved reserves in the United States, Canada, Trinidad, the United Kingdom, and China. As of December 31, 2013, EOG's total estimated net proved reserves were 2,119 million barrels of oil equivalent (MMBoe). Approximately 94 percent of these reserves were located in the United States. EOG's total company production in 2013 was 186.2 MMBoe. Approximately 88 percent of the company's 2013 total production was in the United States and Canada.

#### 1.5 PURPOSE AND NEED

The purpose of the project is to allow EOG to develop, produce, and market oil, gas condensate, and associated hydrocarbon products, pursuant to their rights and obligations under existing oil and gas leases issued by the BLM. The need for exploration and development of oil and gas resources is established by the BLM's responsibility under the Mineral Leasing Act of 1920 (30 United States Code [USC] 188 et seq.), as amended, to promote the mining of oil and gas on the public domain. Deposits of oil and gas owned by the United States are subject to disposition in the form and manner provided by the Mineral Leasing Act. The BLM oil and gas leasing program encourages development of domestic oil and gas reserves, consistent with the BLM's multiple-use mission. The oil and gas resources produced from the Greater Crossbow project are needed to meet national domestic energy demand.

## 2 PLAN OF DEVELOPMENT

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The following sections describe EOG's PoD for the Greater Crossbow Project Area. As noted in several sections of the PoD, EOG has made a good faith, preliminary attempt to identify conceptual locations for most of the proposed ODPs. Site-specific locations would be developed following the Record of Decision (ROD) for the EIS and in coordination with the private surface landowners and relevant agency stakeholders.

### 2.1 TARGET FORMATIONS AND SUBSURFACE SPACING

The Greater Crossbow Project includes both exploration and field development in that during Phase I of the project exploratory wells would be drilled to define the reservoir geology. Phase II development wells would be drilled where the reservoir has been defined. EOG is currently focusing on exploration of the Parkman, Turner, Mowry, Niobrara, and Muddy Formations; however, other potential geologic formations may also be identified as the exploratory wells are drilled. While this phased approach would be utilized as feasible, the exploratory nature of a portion of the drilling makes it difficult to precisely predict the drilling plan.

Subsurface well spacing is largely a function of reservoir geometry, i.e., the area of the producing formation that can be effectively and economically drained of oil and gas resources by a single wellbore. Sub-surface spacing for the Greater Crossbow Project would be formation-specific and would depend on the results of exploratory drilling.

### 2.2 PROPOSED WELL COUNT

As previously stated, EOG is proposing to drill up to 1,500 oil and natural gas wells at an average rate of approximately 150 wells per year. However, fewer wells may be drilled for the following reasons:

- Unforeseen variations in reservoir characteristics may result in re-evaluation of well spacing in some parts of the Project Area.
- Successful use of new technologies may allow production to be maintained at the projected levels but with the use of fewer wellbores.
- Economic factors (such as commodity prices) may affect EOG's ability to drill wells.

- Lease stipulations may prevent drilling a well in some areas.

## 2.3 PRE-CONSTRUCTION ACTIVITIES

Prior to surface disturbing activities, EOG would complete the following activities:

- Contact surface owners in accordance with the Wyoming Surface Entry Act;
- Perform biological, cultural resource, paleontological, and/or other surveys, as required by the appropriate Surface Management Agency (SMA) and agreed upon by the private surface owner.
- Stake and survey each surface location, access road, and pipeline corridor;
- Submit Notice(s) of Staking (NOS), APD, and USFS surface use authorization (SUA) or surface use permit (SUP) or State of Wyoming (WY) temporary use permit (TUP) as applicable, to the appropriate SMA;
- Participate in onsite evaluations with private surface owners, WOGCC personnel, BLM, and/or USFS;
- Submit site-specific applications (e.g., Surface Use Plan of Operations [SUPO]) to the appropriate SMA and modify them, as needed;
- Submit detailed construction or engineering plans, as needed, to the appropriate SMA;
- Collect four baseline water samples, if landowner access is granted, in accordance with WOGCC rules and regulations, prior to the setting of the well conductor casing. See **Section 2.7.3** for additional information.

EOG would obtain required permits from the BLM, USFS, and/or WOGCC prior to initiating surface disturbing activities on federal or State lands or minerals. To initiate the federal permitting process, EOG would file an NOS and/or APDs to the BLM and/or State for each proposed well. The agencies would process the applications to determine if they meet all requirements and would subsequently notify EOG of dates, times, and places to meet and conduct onsite inspections of the proposed locations.

Applications for Permit to Drill would be technically and administratively complete, and would generally consist of a SUPO, 10-Point Drilling Plan, evidence of bond coverage, accompanying information/exhibits/maps that might be required by the BLM, and a surface reclamation plan. A SUPO would typically contain information describing construction operations, access road(s), pipeline corridors (i.e., Secondary Corridors and associated Primary Corridors), water supply

and haul route, well site layout, production facilities, waste disposal, and restoration or reclamation associated with the well development proposal. Applications for Permit to Drill for the Greater Crossbow Project would, as appropriate, include information relative to other wells already drilled from the proposed ODP. The drilling plan would generally include information describing the technical drilling aspects of the specific proposal, including subsurface resource protection. The BLM would determine the suitability of the proposed design, construction techniques, and procedures during the APD review process.

## 2.4 CONSTRUCTION

Construction operations would conform to standards described in Surface Operating Standards and Guidelines for Oil and Gas Exploration and Development ("*Gold Book*") (BLM and USFS 2007), lease stipulations, and EOG-committed project design features. On private lands, construction operations would be completed in accordance with surface owner preferences. Construction operations would generally occur during daylight hours. Anticipated surface disturbance from construction activities is summarized in **Section 2.4.5**.

### 2.4.1 OPTIMIZED DEVELOPMENT PADS

Conceptual locations for 91 of the 100 proposed ODPs are illustrated on **Figure 1**. Following completion of the ROD, site-specific locations for the ODPs would be determined in cooperation with the private surface owner, State, USFS, and/or BLM. On private surface, the surface owner would ultimately dictate placement of the ODP.

Construction of an ODP would typically entail the use of crawler tractors, motor graders, Class 125 or larger track hoes, backhoes, 10- to 20-yard dump trucks, and Class 988 loaders. ODP construction equipment needs would vary depending on site-specific conditions.

ODPs would be constructed from the native soils and rock material present on site at each ODP location. Topsoil and native vegetation would be stripped and stockpiled at the pad footprint. The stockpiling of topsoil and stripped vegetation would allow for a seed bank that should assist the re-establishment of existing vegetation. Locations would then be leveled by balancing cut and fill areas to the maximum extent possible to create a flat and level workable surface for drilling equipment while alleviating the need for imported materials. Compaction rates would be in compliance with American Association of State Highway and Transportation Officials

(AASHTO) requirements. The fill section of the pad would be compacted to support the drilling rig and any other heavy equipment. All cut and fill slopes needed for the ODP would be constructed so that stability would be maintained for the life of the Project. Cut and fill slopes would be designed to allow for the detention of topsoil and subsoil fill material.

Use of erosion control measures, including proper grading to minimize slopes, diversion terraces and ditches, mulching, terracing, riprap, fiber matting, temporary sediment traps, and broad-based drainage dips or low water crossings would be employed by EOG as necessary and appropriate to minimize erosion and surface runoff during construction, drilling, and production.

Construction materials required for surfacing the ODPs would be obtained from a contractor having a permitted source of materials within the general area. Gravel for the ODPs would typically be purchased from the Wright Pit located in Campbell County, Wyoming (Western Sunset LLC); Strock Pit located in Converse County, Wyoming; Quality Agg & Construction located in Campbell County, Wyoming; Collins Quarry located in Platte County, Wyoming; or Energy Basin LLC, located in Johnson County, Wyoming.

ODPs would initially be constructed to an appropriate size depending on the number of wells proposed for the location. On average, wells would require 1.8 acres of initial disturbance per well. Following interim reclamation each well would require 1.4 acres of long-term disturbance. Given that the maximum number of wells proposed for a single ODP is 22 wells, the largest ODP proposed could be approximately 39 acres (1.8 acres of initial disturbance per well), consisting of approximately 19.7 acres for drilling and 18.9 acres for production facilities. Following interim reclamation a maximum-sized 22-well ODP would be reclaimed to approximately 28 acres (or 1.4 acres of long-term disturbance per well). Because EOG has proposed a total of 1,500 wells, in no event will all 100 ODPs be the maximum size of 22 wells per pad. For the purposes of analysis, EOG suggests using an average of 15 wells per ODP (1,500 wells divided by the maximum of 100 proposed ODPs). Total initial disturbance from ODP construction is anticipated to be approximately 2,700 acres of initial disturbance. Following interim reclamation, surface disturbance would be reduced to about 2,100 acres. The exact size and configuration of individual ODPs will be analyzed when site-specific development is proposed.



Compared to traditional oil and gas field development, EOG's ODP proposal would result in a substantial reduction of surface disturbance on a per well basis. For example, on average the long-term disturbance area for a typical horizontal well pad in the PRB is about 7 acres per well, which would equate to about 10,500 acres of long-term disturbance for 1,500 wells. Under the ODP strategy, each well would occupy a long-term disturbance area of about 1.4 acres, which is approximately an 80 percent reduction in per-well disturbance.

ODP construction would be supervised by a designated company representative who is familiar with the terms and conditions in the Record of Decision (ROD) for the EIS and approved APDs, as well as any specifications from private surface owners.

#### 2.4.2 PIPELINE CORRIDORS

During the initial stage of the Greater Crossbow Project, water for drilling, oil, and produced water would be trucked to and from locations. However, EOG's ultimate goal is to substantially reduce oil and water truck traffic through their proposed pipeline corridor system. Specifically, EOG's proposed pipeline and utility line system for the project includes the development of a series of buried Primary Corridors that would consist of gathering lines, Secondary Corridors that would connect buried flowlines from wells to the gathering lines, and cross-country pipelines as needed. EOG's Primary Corridors (gathering lines) would tie into existing sales pipelines operated by DCP Midstream (DCP) and/or Anadarko Petroleum Corporation (Anadarko). Additional detail on the Primary Corridors, Secondary Corridors, cross-country pipelines, and construction methodology is provided below.

##### *Primary Corridors*

As illustrated on **Figure 1**, the Primary Corridors for gathering lines would generally trend in an east-west direction along section lines. In certain areas, the corridors jog to the north or south to accommodate private surface owner preference or to connect to an existing well pad. Similarly, as onsites occur, the locations of Primary Corridors may also be adjusted to the north or south to avoid sensitive natural resources such as raptor nests, cultural resources, streams, or wetlands, etc., and/or to accommodate additional surface owner preferences.

As depicted in **Figure 1**, the strategic design of the Primary Corridors would result in a substantial reduction in overall surface disturbance compared to that of a traditional oil and gas

field, where pipelines and access roads are constructed in a "spider web" fashion across an entire project area. Instead, the locations of the Primary Corridors would result in substantial areas of land that would be left relatively undisturbed by new oil and gas activity, which would reduce overall disturbance and habitat fragmentation.

Primary corridors would include oil gathering pipe ranging from 6- to 10-inches outer diameter (OD); high pressure gas gathering pipe ranging from 6- to 8-inches OD; low pressure gas gathering pipe ranging from 10- to 14-inches OD; condensate pipe ranging from 4- to 8-inches OD; and produced water pipe ranging from 6- to 10-inches OD. High pressure gas gathering pipe would be constructed of steel. All other pipe would be constructed of either steel or high-density polyethylene (HDPE). Based on the conceptual locations illustrated in **Figure 1**, there would be about 57 miles of Primary Corridor in the Greater Crossbow Project Area. Initial disturbance from construction of the Primary Corridors would be about 1,416 acres. Following pipeline installation, the entire pipeline corridor would be reclaimed with the exception of a small area (about 8 feet wide) that would be required for a two-track road needed for pipeline maintenance for the life of the project. Therefore, long-term disturbance from the Primary Corridors would be about 55 acres.

**TABLE 3** summarizes the types, sizes, and capacity of pipelines proposed within the Primary Corridors.

**TABLE 3**  
**PIPELINES WITHIN PRIMARY CORRIDORS**

<b>LINEAR INFRASTRUCTURE</b>	<b>OUTER DIAMETER</b>	<b>CONSTRUCTION MATERIAL</b>	<b>CAPACITY (POUNDS PER SQUARE INCH (PSI))</b>
Oil Gathering Pipeline	6-10"	Steel or HDPE	1000
High Pressure Gas Gathering Pipeline	6-8"	Steel	1500
Low Pressure Gas Gathering Pipeline	10-14"	Steel or HDPE	100
Condensate Pipeline	4-8"	Steel or HDPE	1400
Produced Water Pipeline	6-10"	Steel or HDPE	200
Water Supply Pipeline	6-12"	Steel or HDPE	200

### *Secondary Corridors*

Secondary Corridors would typically consist of a 200- to 400-foot long pipeline corridor designed to connect oil, gas, condensate, produced water, and water supply flowlines from the wells on an ODP to the larger diameter gathering lines in the Primary Corridors. Flowlines would range from 3 to 6 inches OD. Flowlines would either be constructed of steel or HDPE. Based on an average of a 250-foot long Secondary Corridor per ODP, there would be approximately 25,000 feet or about 5 miles of Secondary Corridor within the Greater Crossbow Project Area. Initial disturbance from construction of the Secondary Corridors would be about 124 acres. Following pipeline installation, the entire pipeline corridor would be reclaimed with the exception of a small area (about 8 feet wide) that would be required for a two-track road needed for pipeline maintenance for the life of the project. Therefore, long-term disturbance of the Secondary Corridors would be about 5 acres.

### *Cross-Country Pipelines*

In limited situations, for example to substantially reduce total pipeline length or where dictated by the surface owner, a proposed pipeline corridor could be installed independent of the Primary Corridors. Conceptual locations for cross-country pipelines are not illustrated on **Figure 1**. All cross-country pipelines would be buried and would require a 205-foot construction width. Cross-country pipelines would either be constructed of steel or HDPE. Cross-country pipelines could total approximately 10 miles. Initial disturbance from construction of cross-country pipelines would be about 248 acres. Following pipeline installation, the entire pipeline corridor would be reclaimed with the exception of a small area (about 8 feet wide) that would be required for a two-track road needed for pipeline maintenance for the life of the project. Therefore, long-term disturbance of the cross-country pipelines would be about 10 acres.

### *Pipeline Construction Methodology*

Pipeline construction methodology would be consistent amongst Primary, Secondary, and cross-country pipeline corridors. The approved corridor, USFS SUA or SUP, or WY TUP would be cleared using a grader. Scrub vegetation such as sagebrush, greasewood, grasses, etc., would be scalped and temporarily windrowed along the edge of the corridor. Scalping would

remove surface vegetation, while allowing the root systems to remain in place thereby reducing potential erosion and allowing more successful reclamation.

Backhoes or trenching machines would then be used to excavate/ditch the pipeline trench. Soil that is excavated during ditching operations would be temporarily stockpiled on the non-working side of the trench. Trenches would not be left open longer than 48 hours if possible, and soft plugs would be installed every  $\frac{1}{4}$  mile when the trench is left open overnight.

Oil, gas, condensate, produced water, and water supply pipe would be strung along the trench and fused or welded prior to being lowered into the trench. Specifically, individual joints of pipe would be strung along the trench corridor adjacent to the excavated ditch and arranged so they are accessible to construction personnel. All fused connections would then be visually inspected, and all welded connections would be x-rayed. The pipe assembly would then be lowered into the trench by side-boom tractors. Tracer wire would be installed in the ditch within a 6-inch OD HDPE pipe, which would be used for future locating purposes. Each pipe would be buried a minimum of 42 inches deep with the exception of areas where rock is encountered that requires ripping or shooting. The different types of pipe would be spaced apart in accordance with industry standard safety requirements.

Where pipelines are installed adjacent to access roads they would be installed at least 5 feet from the edge of the road. Where proposed pipelines intersect paved roads, the road would be bored under and the pipe would be pulled back through the bore. Pipelines would be buried at least 5.5 feet deep under all roads.

Following installation of all proposed pipe material, the trench would be back-filled and packed using backfilling or bladed equipment.

Pipeline construction activities would be confined within the approved pipeline corridor, USFS SUA or SUP, or WY TUP. All pipeline construction activities would cease when soils or road surfaces are frozen or become saturated to the extent that construction equipment is unable to stay within the approved corridor and before activities cause irreparable harm to roads, soils, or excessive siltation of nearby lakes, reservoirs, or live flowing streams. Sedimentation and erosion control features along the pipeline corridors would be constructed as needed, in

accordance with Best Management Practices (BMPs) and a Storm Water Pollution Prevention Plan (SWPPP).

Pipeline corridors would be constructed to an initial disturbance width of approximately 205 feet.

#### 2.4.3 ACCESS ROADS

Primary access to the Project Area is from Highway 59 south of the Project Area by the towns of Bill or Wright, Wyoming. As feasible and as authorized by the SMA or private surface owner, new access roads would be constructed off existing well field and two-track ranch roads to access each proposed ODP. However, most access roads would be located on private surface, and due to private owner restrictions, access roads would not necessarily be constructed in-line with the Primary Corridors. As such, locations for new access roads would generally be dictated by the respective surface owner(s). Existing roads, upgraded roads, and newly built roads would be maintained in the same or better condition than existed prior to EOG operations and would meet the standards outlined in the Gold Book (BLM and USFS 2007). Roads would be maintained until abandonment and reclamation of wells. Where roads are needed on federal surface, EOG would obtain a USFS SUA or SUP, or WY TUP

Roads would be constructed in accordance with Gold Book standards (BLM and USFS 2007). New roads would be completed as a single-lane, crowned, with an 18- to 22-foot-wide running surface and 60 feet of subgrade. Turnouts would be installed as needed every 500 to 800 feet for visibility depending on topography (e.g., blind curves), per Gold Book standards. Turnouts would be approximately 24 feet wide and 40 to 60 feet long. Access roads would be constructed with a 4:1 slope for ditches, and rip rap would be used along the slopes as needed for stabilization. A minimum of 6 inches of topsoil would be stripped from new access roads prior to any further construction activity. Stripped topsoil would be stored along the sides of the new access roads and stabilized by seeding and/or matting, as appropriate.

Roads would be constructed with wing ditches and culverts installed as necessary to provide proper drainage along the access road route. Sedimentation and erosion control features along the access roads would be constructed as needed, in accordance with BMPs and a SWPPP. In the event that commercial production is established from the subject wells, the access road

would be surfaced to an average minimum depth (after compaction) of 4 inches with 3-inch minus pit run gravel or crushed rock, if required by the SMA or private surface owner.

Construction activity would not be conducted using frozen or saturated soils material or during periods when watershed damage is likely to occur. If access roads are dry during construction, drilling, and completion activities, water would be applied to the access roads to help facilitate road compaction (during construction), provide dust abatement, and minimize soil loss as a result of wind erosion.

As previously stated, locations for access roads have not yet been determined since ODP locations have not been onsited, nor have permissions been secured by private surface owners. However, about 95 miles of upgraded or new access roads are estimated to be needed. Where agreed upon by the surface owners, new access roads would follow the Primary Corridors. As such, the estimated length of access roads required was calculated based on the total length of the proposed Primary Corridors (about 58 miles), plus an additional 30% (17 miles) where landowners are anticipated to prohibit new access roads along the Primary Corridors, plus an estimated 20 miles of north-south trending access roads that would be required to connect the Primary Corridors. Average initial surface disturbance width for access roads would be approximately 60 feet wide. Therefore, access road construction would result in the initial disturbance of approximately 688 acres. Following interim reclamation, road corridor widths would be reduced to 40 feet, resulting in long-term disturbance of approximately 459 acres.

#### 2.4.4 WATER SOURCE WELLS

EOG's PoD includes the development of up to 10 water source wells that would supply water for drilling, completion, and dust suppression. As feasible and authorized, water source wells would be drilled from locations along the Primary Corridors. Construction methodology for the pads supporting the water wells would be similar to the construction process for the ODPs. Each water source well pad would initially be constructed to approximately 4 acres, for a total initial disturbance of approximately 40 acres. Following interim reclamation each water source well pad would be reduced to approximately 2 acres, for a total long-term disturbance of approximately 20 acres.

#### 2.4.5 ELECTRIC UTILITY LINES

As economically feasible and as drilling continues, production facilities on the ODPs would be electrified, thereby reducing air emissions.

Electrical power in Converse County is provided by Rocky Mountain Power. Electrical power in Campbell County is provided by Powder River Energy Corporation (PRECorp).

Electrification of the production facilities would be achieved by running a combination of 15 to 25 kilovolt (kV) distribution utility lines to the ODPs from existing transfer stations operated by PRECorp and Rocky Mountain Power. All distribution lines would be buried within the Primary and Secondary Corridors and would be spaced a minimum of 10 feet from pipelines within the corridor. Installation of the proposed utility lines would initially require a 20-foot wide disturbance corridor. Utility lines would be installed using a technique called "plowing." The plowing system uses a specially designed plowshare, blade, or lamella that is pulled through the ground using a strong wire cable attached to a towing unit or a wheeled/tracked towing unit. The blade runs through the ground at a pre-set depth to create a trench. The cable is laid immediately behind the plowing blade before the trench has time to collapse or fill with soil. A second blade on the plow is used to return the material, opened out of the trench by the first blade, to its original position thereby closing the excavation.

Following installation of the distribution lines, the disturbance corridor would be reclaimed with the exception of an approximately 8-foot wide swath that would be needed for a two-track road for maintenance of the utility lines. Long-term disturbance of the utility line corridors would therefore be approximately 97 acres.

Any permitting requirements for powerlines would be the responsibility of the power company as the third-party supplier.

#### 2.4.7 DUST ABATEMENT

Dust abatement would be implemented as needed, where dry conditions exist, or where authorized by the surface owner during construction activities. In general, water would be used

for dust abatement purposes. However, magnesium chloride could also be used as needed or authorized by the surface owner. In general, EOG would use up to 1,200 barrels (bbl) of water for the construction of an individual ODP, and up to 1,500 bbl of water for the construction of 1 mile of access road and/or pipeline corridor. Water sources for dust abatement are discussed in **Section 2.6**.

#### 2.4.8 SURFACE DISTURBANCE ESTIMATES

Anticipated surface disturbance by design feature is summarized in **Table 4**.

As previously discussed, compared to traditional oil and gas field development, EOG's ODP proposal would result in a substantial reduction of surface disturbance on a per well basis. For example, on average the long-term disturbance area for a traditional well pad in the PRB is about 7 acres per well, which would equate to about 10,500 acres of long-term disturbance for 1,500 wells. Under the ODP strategy, each well would occupy a long-term disturbance area of only about 1.4 acres, with a total of about 2,100 acres, which is approximately an 80 percent reduction in per well disturbance compared to traditional development. Similarly, the placement of ODP locations along strategically placed Primary Corridors would result in a substantial reduction in overall surface disturbance compared to that of a traditional oil and gas field, where pipelines and access roads are constructed in a "spider web" fashion across an entire Project Area. The design of the Greater Crossbow Project would result in substantial areas of land that would be left relatively undisturbed by new oil and gas activity, which would reduce overall surface disturbance and habitat fragmentation.



**TABLE 4**  
**SURFACE DISTURBANCE UNDER THE GREATER CROSSBOW PLAN OF DEVELOPMENT**

DESIGN FEATURE	NUMBER	LENGTH (MILES)	INITIAL WIDTH (FEET)	INITIAL FACILITY SIZE (ACRES)	INITIAL DISTURBANCE (ACRES)	LONG-TERM WIDTH (FEET)	LONG-TERM FACILITY SIZE (ACRES)	LONG-TERM DISTURBANCE (ACRES)
ODPs	100	NA	NA	27*	2,700	NA	21**	2,100
Primary Corridors	NA	57	205	NA	1,416	8	NA	55
Secondary Corridors	NA	5	205	NA	124	8	NA	5
Cross-Country Pipelines	NA	10	205	NA	248	8	NA	10
Access Roads	NA	95	60	NA	688	40	NA	459
Water Wells	10	NA	NA	4	40	NA	2	20
Utility Lines	NA	100	20	NA	242	8	NA	97
<b>TOTALS</b>	NA	NA	NA	NA	5,458	NA	NA	2,746

\*Assumes an average of 15 wells per ODP at 1.8 acres of initial disturbance per well.

\*\*Assumes an average of 15 wells per ODP at 1.4 acres of long-term disturbance per well.

## 2.5 DRILLING AND COMPLETION

The following sections describe EOG's plan for drilling and completion in the Greater Crossbow Project Area. To the greatest extent possible, EOG intends to conduct drilling and exploration and development operations within the Project Area on a year-round basis to maximize the use of horizontal development from multi-well pads. As part of this PoD, EOG is seeking approval from the BLM to waive discretionary timing limitations on a programmatic basis (i.e., several wells at a time for extended periods of time). Without this waiver, the application of timing limitations would force EOG to move drilling rigs in and out of areas during portions of the year, which would increase operational costs, decrease efficiencies, and potentially increase impacts to wildlife and other sensitive resources.

### 2.5.1 DRILLING

Following construction, drilling rigs would be transported to the well site and erected on the ODP. Current technology may allow each rig to drill 30 wells each year, depending on the formation. Approximately eight drill rigs are anticipated to be operating in the Greater Crossbow Project Area at the peak of the drilling phase. The actual number of rigs in the Project Area and number of wells drilled during a given year would be dependent on the factors identified in **Section 2.2**.

All equipment and vehicles associated with drilling activities would be confined to the approved disturbance areas of the roads and ODPs. Wells would be drilled and completed in accordance with WOGCC rules and regulations, BLM Onshore Oil and Gas Order No. 2, and other current BLM guidelines. Detailed well construction plans would be included in the APD for any given well.

Horizontal wells would be drilled vertically from each surface location to a predetermined point above the target formation, referred to as the "kickoff point." From here, the wellbore would curve from its vertical trajectory to intersect the target reservoir at the "entry point," then continue horizontally through the reservoir until reaching the desired bottom-hole location.

Wells would be drilled to varying total measured depths (approximately 16,000 to 20,000 feet<sup>2</sup>) to the Parkman, Turner, Mowry, Niobrara, Muddy, or possibly other formations. Drilling would determine whether oil and gas production could be established. As soon as evaluation of the production intervals is conclusive, any unproductive drill holes would be plugged and abandoned in accordance with state and Onshore order requirements.

All proposed wells would be drilled using a closed-loop system, therefore no open reserve or cuttings pits would be needed. The closed-loop system would consist of five above ground tanks, varying in size from 30 to 80 cubic yards, for the containment of drill cuttings; and four 500-barrel (bbl) upright tanks for water-based mud storage. The storage area for these tanks would be lined with a plastic liner and containment berms. There would be five 500 bbl upright tanks for oil-based mud storage. The containment area for these tanks would also be lined with a plastic liner and containment berms. The drill rig would also be set atop a plastic liner. All liners would be 16 mil thickness.

Siphons, catchments, drip pans, and absorbent pads would be installed to keep hydrocarbons produced by the drilling and/or completion rigs from contaminating surrounding soils. Hydrocarbons and contaminated pads would be disposed of in accordance with Wyoming DEQ requirements.

During drilling operations, a blowout preventer would be installed on the surface casing to provide protection against uncontrolled entry of reservoir fluids into the wellbore in the event that reservoir pressures exceed the hydrostatic pressure of the wellbore fluid. In addition, a flow control manifold consisting of manual and hydraulically operated valves would be installed at ground level. All pressure control devices would comply with the provisions of BLM's Onshore Oil and Gas Order No. 2.

The casing and cementing program would be designed to protect wellbore integrity, isolate, and protect the shallower formations encountered in the wellbore, and prohibit pressure communication or fluid migration between zones. In addition, the cement would protect the well

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<sup>2</sup> Total Measured Depth range based on estimates provided by EOG for the Parkman, Turner, and Mowry Formations.

by preventing formation pressure from damaging the casing and retarding corrosion by minimizing contact between the casing and formation fluids. EOG may also run downhole evaluation logs prior or subsequent to setting and cementing production casing. Detailed site-specific casing and cementing plans for each well would be included with each federal APD package and approved by a BLM and/or State petroleum engineer.

Drilling operations for an individual well could require from 8 to 20 people, who would access an ODP with 4 to 10 vehicles. The duration of drilling operations on a given well would vary depending on the target formation, well depth, wellbore geometry, and/or conditions encountered while drilling. However, in general an individual well could be drilled in 7 to 20 days depending on the target formation<sup>3</sup>.

Depending on the formation drilled, each well would require anywhere from 1,000 to 1,800 bbl<sup>4</sup> of water to perform drilling operations. Water for drilling would be obtained from the sources identified in **Section 2.6**.

#### 2.5.2 COMPLETIONS

Completion operations would commence after a well is drilled and the potential well productivity has been determined. Completion operations consist of perforating the production casing, stimulating the formation(s) using hydraulic fracturing techniques, flowing back the fracturing fluids to the surface, flow testing to determine post-fracture productivity, and installation of production equipment.

After production casing is perforated, stimulation would consist of hydraulically fracturing the producing formation. A water/sand slurry would be used with gels and other additives to ensure the quality of the fracture fluid. Slurry would be pumped down the well bore through perforations in the casing and into the formation. Pumping pressures and slurry flow rates would be increased to the point at which fractures propagate outward from the perforations into the formation and the slurry flows rapidly into the fractures. The sand serves as a proppant to

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<sup>3</sup> Drilling timeframe based on estimates provided by EOG for the Parkman, Turner, and Mowry Formations.

<sup>4</sup> Water volumes for drilling based on estimates provided by EOG for the Parkman, Turner, and Mowry Formations.

keep the created fracture open after the pressure drops, thereby allowing reservoir fluids to move more readily into the well.

Hydraulic fracturing is a well understood and commonly employed technology used on potentially productive reservoirs at depths below usable aquifers. Hydraulic fracturing processes and required disclosures would be conducted in accordance with all current and future WOGCC, BLM, and any other applicable rules. The WOGCC requires operators to disclose the types and amounts of hydraulic fracturing chemicals used prior to stimulation (WOGCC 2010). EOG would also disclose the contents of hydraulic fracturing fluid used in the proposed wells to the public through FracFocus, a website managed jointly by the Ground Water Protection Council and the Interstate Oil and Gas Compact Commission (<http://fracfocus.org>). The website allows the public access to general information, water volumes, and chemical information for registered wells in a format consistent with material safety data sheets, including the Chemical Abstract Service number and the ingredient percentage in both the additive and hydraulic fracturing fluids. This registry provides a means for oil and gas operators to voluntarily provide key information to the public in a timely fashion. In addition, EOG would comply with U.S. Environmental Protection Agency (EPA) requirements 40 CFR Part 60, Subpart OOOO that requires notification 2 days prior to completion of any gas well that will include hydraulic fracturing.

EOG would utilize "green completions" on new wells to limit the venting or flaring of natural gas. According to Wyoming Air Quality Standards and Regulations (WAQSR) Chapter 6, Section 2, Oil and Gas Production Facilities Permitting Guidance (September 2013), wells located in Converse and Campbell counties are not required to utilize "green completions." However, all gas well completions with hydraulic fracturing must follow specific "green completion" guidelines according to 40 CFR Part 60, Subpart OOOO. Under Subpart OOOO these wells must recover liquids during flowback and route to storage tanks or re-inject them. All recovered gas shall be re-routed, used, or put into a collection system with no direct release to the atmosphere. Only if recovered flowback gas cannot be put to a gas flow line, may it be captured and flared.

Economically viable wells would be connected to permanent production facilities and wells would be turned to production through those facilities. Post stimulation flow tests would allow for recovery of stimulation fluids and evaluation of well productivity. Recovered fluids would

include variable amounts of produced water in addition to stimulation fluids. Flow testing duration would vary depending on individual well performance but typically would be conducted only long enough for fluid rates to drop to a level that permanent production equipment can safely process. Portable and/or permanent production equipment would be utilized to separate fluids from the flow back stream, allowing recovered fluids to be directed to storage tanks. Fluids recovered during flow back operations would be transported from the storage tanks to an approved disposal facility. Oil would be contained in tanks and ultimately sold.

Wells drilled to the Turner or Mowry formations would not be flared. Instead, they would be shut in until connected to pipeline. Wells drilled to the Parkman Formation would typically be flared for up to 14 days after initial production, and then EOG would either secure a permit to continue flaring or shut in the well until connected to pipeline. If there is an emergency upset in the gathering system EOG is authorized to flare gas under WOGCC Chapter 3 Section 39. If a shutdown is longer than 24 hours EOG is required to secure a permit to flare over the shutdown period or to the maximum volume that the state allows. In addition, in accordance with the U.S. Department of the Interior NTL-4A memo, "Royalty or Compensation for Oil and Gas Loss" EOG is authorized to flare gas without incurring a royalty obligation in an emergency situation. Under Part III of the memo, Authorized Venting and Flaring of Gas, a temporary emergency situation is authorized for up to 24 hours per incident, and up to 144 hours during any calendar month. All other applicable requirements within the NTL-4A memo or future regulations would be followed as well.

Completion operations for an individual well could require from 4 to 30 people who would access the ODP with 2 to 20 vehicles. Depending on the formation, an individual well could be stimulated and completed in 17 to 22 days<sup>5</sup>.

Depending on the formation and the number of stimulations required, anywhere from 60,000 to 150,000 bbl of water<sup>6</sup> would be required to complete an individual well. Water for completions would be provided by 10 proposed water source wells. In addition, as feasible, EOG would use

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<sup>5</sup> Completion timeframe based on estimates provided by EOG for the Parkman, Turner, and Mowry formations.

<sup>6</sup> Water volumes for completion based on estimates provided by EOG for the Parkman, Turner, and Mowry formations.

a limited volume of treated or recycled water during completion operations. See **Section 2.6.2** for additional information on proposed water use.

If a well is determined to be non-productive, the well would be completed as a dry hole. In accordance with 43 CFR 3160, a Well Completion Report and Log (Form 3160-4) would be submitted within 30 days after completion of each well or after completion of well operations being performed.

## 2.6 WATER REQUIREMENTS AND WATER SOURCES

### 2.6.1 WATER REQUIREMENTS

Water requirements for construction, drilling, completion, and dust abatement are summarized in **Table 5**.

**TABLE 5**  
**WATER REQUIREMENTS FOR THE GREATER CROSSBOW PROJECT**

<b>PROJECT PHASE/TASK</b>	<b>WATER VOLUME (TOTAL BBL)</b>
<b>Dust Abatement During Construction</b>	
Per ODP	1,200
Per One Mile of Access Road/Pipeline Corridor	1,500
<b>Drilling (Per Well)</b>	
Parkman	1,000
Turner	1,500
Mowry	1,800
<b>Completion (Per Well)</b>	
Parkman	60,000
Turner	60,000
Mowry	150,000
<b>Dust Abatement During Production</b>	
Per One Mile of Access Road	1,500

## 2.6.2 WATER SOURCES

Water for drilling, completion, and dust abatement would be obtained from approved, permitted, and new sources. Existing water sources would include four existing water wells located within the Greater Crossbow Project Area, as well as permitted water sources outside the Project Area. EOG is also proposing to drill ten new water source wells to aquifers that would be drilled on or near the Primary Corridor system. Specific locations of proposed water source wells are anticipated to be located on private lands. All water source wells would be properly permitted and approved through the Wyoming State Engineers Office, and in coordination with the private surface owner.

Water for drilling and completion would initially be trucked to the ODPs. However, as the Primary Corridor system is developed, water would also be piped to the ODPs, thereby reducing water truck traffic. The specific water sources for an individual well would be identified at the time of APD submittal.

## 2.7 PRODUCTION FACILITIES AND OPERATIONS

Each ODP would include the wellheads and potential pumpjacks, and then separate production equipment located and operated on a portion of the ODP separate from the wellheads. The primary purpose of the production equipment is for oil treating, heating and separation, gas dehydration, and temporary storage of liquids, vapor stabilization, and vapor recovery. During normal operations, the liquids from these tanks would be piped offsite as soon as practical.

Power required for the production equipment would initially be provided via gas-driven engines, but as technically and economically feasible would eventually be converted to electric engines (**Section 2.7.4**).

Production equipment per a 22-well ODP could include up to the following equipment (if authorization for comingling is provided, the number of tanks required would be reduced substantially):



- 50 oil storage tanks between 400 and 750 bbl (29,800 bbl of total storage) (an average of approximately 2.3 oil storage tanks per well)
- 26 water storage tanks between 400 and 750 bbl (16,000 bbl of total storage) (an average of approximately 0.5 water storage tanks per well)
- 8 emergency storage tanks between 400 and 500 bbl (3,800 bbl of total storage) (an average of less than 0.2 emergency storage tanks per well)
- 8 bad oil storage tanks between 400 and 500 bbl (3,800 bbl of total storage) (an average of less than 0.2 bad oil storage tanks per well)
- 6 triethylene glycol (TEG) dehydration units
- 8 glycol heaters
- 22 pumping units
- 16 high pressure separators
- 8 fuel gas scrubbers
- 14 sales gas scrubbers
- 30 horizontal or vertical heater treaters
- 16 indirect heaters
- 8 vapor recovery towers (VRTs)
- 8 vapor recover units (VRUs)
- 6 enclosed flares
- 2 elevated flares

The gas produced from the wellheads and heater treater outlet would be sent through the dehydration units and the sales gas scrubbers before being piped offsite.

The VRTs would recover vapor from the tanks, and use a stabilization process to lower the pressure, lowering the volatility of the product, and thus lowering the potential for emissions. The gas would then be sent to the VRUs. In some instances the vapor would be re-used on-site when practicable, which would include use of the fuel scrubbers, and in other instances the gas would be sent to a flare for destruction (control) of air emissions.

Actual operations of the production equipment would be dependent on the success of the exploratory wells. The quantity of equipment and configuration could change to accommodate lower or higher quantities of gas or liquids recovered from exploratory wells.

### 2.7.1 COMPRESSION

EOG anticipates an estimated 1,000 horsepower (HP) of new compression within the Project Area. It is estimated that the added compression would require a single new central compression facility. The facility would be constructed similar to an ODP, as described in **Section 2.4.1**. There would be no additional gas processing facilities constructed and/or operated by EOG under the scope of the Project.

### 2.7.2 GROUNDWATER SAMPLING

EOG has developed a Groundwater Baseline Sampling Program to establish baseline groundwater conditions in the vicinity of new oil and gas well locations before drilling begins. This program meets the requirements and protocols established in Chapter 3, Section 46 of the WOGCC Rules and Regulations for the groundwater baseline sampling, analysis, and monitoring program.

Water samples would be collected from up to four water wells located within 0.5 mile of the surface location in a radial pattern from a proposed oil or gas well. These baseline samples would be collected prior to the setting of the well conductor casing. Sampling would only be conducted if landowner access is granted.

Post-completion sampling and analysis would be performed between 12 and 24 months and between 36 and 48 months after setting the production casing or liner. Post-completion samples may also be collected from wells from which baseline samples were collected in response to landowner complaints of a distinct or measurable change in water quality (i.e., change in odor, color, taste, or turbidity). Every effort would be made to perform post-completion sampling during the same month that baseline sampling is performed.

### 2.7.3 PRODUCED WATER MANAGEMENT AND DISPOSAL

Produced wastewater would be confined to a storage tank for a period not to exceed 90 days after initial production of an individual well. During the early stages of the Greater Crossbow Project, produced water would be trucked for disposal to one of the following locations: McBeth Water Disposal, North Douglas Water Disposal, Lynch Water Disposal, or the North Bill Disposal. However, EOG intends to eventually convert four of their producing wells to salt water

disposal (SWD) wells, to which produced water would be piped via the Primary Corridor system. Locations for SWD wells would be determined based on reservoir injection quality. All SWD wells would be properly permitted and approved through the WOGCC.

#### 2.7.4 WORKOVERS AND RECOMPLETIONS

Periodically, EOG may perform a workover on a well to keep the well operating efficiently. Workovers may be necessary to repair the wellbore equipment (casing, tubing, etc.) and/or the wellhead, or to improve well performance. EOG may also recomple a well to produce oil or natural gas from a different interval in a wellbore. Both workover and recompletion operations generally occur during daylight hours. A typical workover or recompletion operation would require approximately 3 days; however, they can range from 1 to 10 days, or more, depending on the complexity of the work required. Manpower requirements for these operations average 6 people, ranging from 4 to 30 people at a particular time. The frequency for this type of work cannot be accurately projected since workovers and/or recompletions vary by well and depend on well-specific circumstances. Both workovers and recompletions would be performed in accordance with appropriate requirements. Neither operation would result in additional surface disturbance.

#### 2.7.5 HAZARDOUS MATERIALS AND SOLID WASTE

A variety of chemicals, including lubricants, paints, and additives, would be used during drilling and completion operations. Some constituents of these materials contain hazardous substances. Hazardous materials can include some greases or lubricants, solvents, acids, paint, and herbicides, among others. These materials would not be stored at well locations although they may be kept in limited quantities on drilling sites and at production facilities for short periods of time. None of the chemicals that would be used during drilling, completion, or production operations meet the criteria for being an acutely hazardous material/substance or meet the quantities criteria per BLM Instruction Memorandum No. 93-344. Chemicals subject to reporting under Title III of the Superfund Amendments and Reauthorization Act in quantities of 10,000 pounds or more would not be used, produced, stored, transported, or disposed of annually while drilling or completing a well in the Greater Crossbow Project Area. In addition, extremely hazardous substances, as defined in 40 CFR 355, in threshold planning quantities,

would not be used, produced, stored, transported, or disposed of while drilling or completing a well.

Most wastes that would be generated by the Project are excluded from regulation by the Resource Conservation and Recovery Act (RCRA) under the exploration and production exemption in Subtitle C (40 CFR 261.4(b)(5)) and are considered to be solid wastes. These wastes include those generated at the wellhead and through the production stream or gas plants. Exempt wastes include produced water, production fluids (i.e., drilling mud or well stimulation flow-back fluids), and soils affected by spills of these fluids.

Any unintentional release of oil, gas, salt water, or other such fluids would be immediately addressed by onsite remediation and /or removal to an approved disposal site. The spill would be reported to the Authorized Officer (AO) of the appropriate SMA and other appropriate authorities. EOG would develop and maintain a Spill Prevention, Control, and Countermeasures (SPCC) Plan for each well in the Project Area. To satisfy SPCC Plan requirements, storage facilities and tanks would use secondary containment structures of sufficient capacity to contain, at a minimum, the entire contents of the largest tank, with sufficient freeboard to contain precipitation after the well goes into production. Any spills or releases of regulated wastes or materials would be investigated, responded to, and remediated in accordance with BLM, USFS, WOGCC, EPA, and WDEQ regulations and guidance.

Drill cuttings would be stored on the ODP in a containment tank at each well location. Fracture stimulation fluids would be flowed back into above-ground tanks and hauled to a WDEQ-authorized disposal site.

Portable chemical toilets would be provided for the use of workers during well drilling and completion operations. Toilets would be pumped as required and the waste disposed of by a commercial operator.

All garbage and non-flammable waste materials would be stored in self-contained portable dumpsters or trash cages. Trash and debris would be picked up daily and deposited in an appropriate container. As needed and upon completion of operations, accumulated trash would be cleaned up and removed from the location and transported to a state-approved waste

disposal site. Immediately upon removal of the drilling equipment, the container would be removed from the site until such time as the next well is to be drilled on the ODP.

#### 2.7.6 RECLAMATION AND ABANDONMENT

EOG would develop a reclamation plan and perform reclamation activities in conformance with the preferences of the appropriate SMA or private surface owner. In addition, EOG would comply with the Wyoming Reclamation Policy as currently expressed in BLM Wyoming Instruction Memorandum 2012-032 (4/2/12). EOG's reclamation strategy would remain adaptive to address results from ongoing monitoring and would implement advances in reclamation. EOG's reclamation goals would include:

- Developing procedures and strategies to ensure successful interim and final reclamation operations in the Greater Crossbow Project Area;
- Modifying procedures and strategies as needed throughout the life of the Project;
- Developing procedures for reclamation monitoring and reporting; and
- Evaluating reclamation performance on an ongoing basis in terms of successful site stabilization.

##### *Interim Reclamation*

EOG would perform interim reclamation on all disturbed areas of an ODP, pipeline corridor, or access road not needed for ongoing drilling operations or long-term production operations. As previously discussed, each ODP (assuming average development of 15 wells per ODP) would be reduced to approximately 21 acres following interim reclamation. Interim reclamation of the ODPs would occur only after all wells on a given pad have been drilled. Interim reclamation of the pipeline corridors would occur soon after all pipelines have been installed. Each pipeline corridor would be reclaimed back to an approximately 8-foot wide swath, which would be needed to accommodate a two-track road for pipeline maintenance. Utility line corridors would also be reclaimed to an approximately 8-foot swath to accommodate a two-track road for maintenance. As the utility lines would be plowed in, interim reclamation would start immediately following utility line installation (i.e., concurrent with installation).

To minimize repeated disturbance EOG would implement in-place topsoil banking. This banking process involves reducing the number of times the topsoil is stripped and re-spread. Topsoil would be stripped during initial ODP construction and would remain stockpiled during drilling and completion operations. Upon completion of drilling operations or completion of a pipeline corridor or access road, all salvaged topsoil would be re-spread over areas not needed for production operations. The topsoil would be spread and graded with a relatively smooth surface devoid of larger aggregate and then reseeded with a seed mixture prescribed by the SMA or surface owner. Cut and fill slopes would be stabilized and BMPs would be implemented to reduce potential erosion. Ongoing monitoring of the reclaimed area would indicate if reseeding or other reclamation activity will be needed to promote vegetation regrowth and soil stabilization.

#### *Final Reclamation*

At final abandonment of an individual well, the casing would be cut off at the base of the cellar or 3 feet below the final restored ground level, whichever is deeper. EOG would follow the final abandonment procedures prescribed by the BLM and/or State.

Surface equipment (including surface pipeline) would be removed from the ODP and pipeline corridor when no longer needed by any of the remaining producing wells. Buried flowlines in the associated Secondary Corridor would undergo final pigging for removal of fluids, be opened to the air, and then abandoned in place to avoid unnecessary surface disturbance. Final reclamation of an ODP would be performed after all wells on an ODP well pad cease production. Similarly, final reclamation of a Primary Corridor would occur after all wells connecting to that Primary Corridor cease production. After salvage of all topsoil from the interim reclaimed portions of the ODP, access road, or pipeline corridor, the locations would be re-contoured to preexisting profile, topsoil would be redistributed, and the surface would be planted with a seed mixture specified by the SMA or surface owner. An abandoned ODP, its road, and associated pipeline corridors would be restored as near as practical to its original condition.

## 2.8 APPLICANT-COMMITTED ENVIRONMENTAL PROTECTION MEASURES (ACEPMS)

EOG voluntarily incorporates several design features, federal and state requirements, BMPs, and conservation measures into their SUPOs to alleviate or reduce resource impacts. Project activities would also follow practices and procedures outlined in the appropriate land use plan, each individual APD, and any Conditions of Approval (COAs) appended by the SMA.

As feasible and authorized, the following Project design features would be used for all locations in the Greater Crossbow Project Area:

### *Surface Disturbance and Erosion Control*

- EOG would use grading, site preparation BMPs, and other soil retention measures to mitigate potential soil losses and other erosive forces.
- EOG would design all well pads to prevent storm water and sheet flow from entering the well pad.
- EOG would apply 30-day stabilization measures for sandy soils and wind erosion.
- EOG would modify reclamation procedures and strategies as needed and would evaluate reclamation performance on an ongoing basis in terms of successful site stabilization.
- EOG would locate access roads alongside Primary and Secondary Corridors where authorized and feasible.
- Although not required on non-federal lands, EOG construction operations (e.g., ODPs, access roads) would conform to standards described in the Gold Book.

### *Air Quality*

- EOG would use water and/or water with commercial suppressants for dust abatement on access roads, if needed.
- EOG would recover gas that would otherwise have been vented or flared during testing operations from both oil and gas wells. These “green completions” may use portable flow-back equipment and/or permanent production equipment, depending on site-specific conditions. Use of this equipment would allow the transport of gas and oil to sales and prevent waste.
- All production equipment at well sites and at the centralized facilities would be fitted with low-bleed or electric valves. The potential use of electric valves would result in a reduction in emissions.
- Production tank venting emissions would be minimized through the use of a VRT/VRU system and combustors. ODP facilities would be electrically powered as soon as feasible.
- Truck traffic would be reduced through the use of Primary Corridors.
- EOG would use well head telemetry for remote monitoring once a well is in production to reduce maintenance traffic.

### *Cultural and Paleontological Resources*

- A Class I cultural resource literature review is currently being conducted for the entire Greater Crossbow Project Area.
- Class III cultural resource surveys are currently being conducted in areas proposed for surface disturbance, where authorized. If historic or archaeological materials were to be uncovered during construction, EOG would immediately stop surface disturbing activities that might further disturb such materials and contact the surface owner or AO.



- All EOG personnel would refrain from collecting artifacts and from disturbing any National Register of Historic Places eligible cultural resources in the area. EOG would be responsible for informing all persons in the area who are associated with this project that they may be subject to prosecution for knowingly disturbing historic or archaeological sites or for collecting artifacts. All vehicular traffic, personnel movement, construction, and restoration activities would be confined to the areas examined, as referenced in the archaeological report, and to the existing roadways and/or evaluated access routes.
- EOG would conduct a paleontological survey in sensitive fossil areas (Potential Yield Fossil Classifications 4 or 5) where bedrock is exposed or located sufficiently close to the surface to be disturbed by excavation activities. All EOG personnel would refrain from collecting fossils and from disturbing any scientifically important fossil in the Greater Crossbow Project Area. If fossils were to be uncovered during construction, EOG would immediately stop surface disturbing activities that might further disturb such materials and contact the surface owner or AO.
- Monitoring of all bedrock excavations would be performed by a qualified paleontologist when required by the surface owner or AO.

#### *Vegetation and Noxious/Invasive Species*

- EOG would control invasive and noxious weeds along ODPs, access roads, pipeline corridors, or other facilities as specified by surface owner, County, State, BLM, and USFS regulations. A list of noxious weeds would be obtained from the BLM or the appropriate County Extension Office.

#### *Active Floodplains and Riparian Areas*

- If project operations would create new surface disturbance within active floodplains or within 330 feet of riparian areas, and assuming there are no practical alternatives, EOG would work with the surface owner or AO to evaluate site-specific design features to

maintain and protect wildlife habitat, water quality, and appropriate land uses. The decision to implement site-specific design features within an active floodplain or within 330 feet of a riparian area would be determined on a well-by-well basis during the APD approval process.

#### *Raptors, Migratory Birds, and General Wildlife*

- EOG would adhere to seasonal and spatial buffers applicable to occupied raptor nests in the Greater Crossbow Project Area. In accordance with USFWS rules, EOG may on a case-by-case basis apply for exceptions, waivers, or modifications to timing limitations.
- When siting facilities, EOG would use the results of annual raptor nest surveys and other available data to avoid impacts to active nests.
- When staking a well pad, EOG would use a biological monitor to ensure no line-of-site impacts to any active nests that may have been built after the annual survey.
- EOG would install bird-excluding devices that prevent the perching and entry of migratory birds on or into new fired vessel exhaust stacks in nesting habitat of high-priority bird species.
- EOG would use closed-loop drilling systems. All produced water would be contained in closed, above-ground tanks.
- EOG would implement standards to minimize impacts to birds and other wildlife from its operations including keeping open top containers free of liquids harmful to wildlife, promptly cleaning up liquids harmful to wildlife, and routinely inspecting open-top containers.
- EOG would conduct annual inspections of avian protection measures for vessels, containers, tanks, etc. during SPCC inspections of well sites. Any deficiencies would be documented and repaired as soon as possible. Lease operators would be advised to

continually monitor locations for maintenance issues including avian protection measures.

- Exhaust stacks greater than 2 inches in diameter on fired vessels (e.g., line heaters and heater-treaters) and vent stacks on non-fired vessels would be fitted with bird-exclusion devices. Active compressor engine exhaust stacks are not required to have exclusion devices; however, if a compressor is scheduled to be shut down for an extended period of time, an exclusion device would be installed.
- EOG would ensure that other openings on vessels are equipped with screens or other appropriate equipment to prevent entry by wildlife, including migratory birds.
- EOG would keep equipment with burners closed during maintenance activities and during non-operational times.
- Netting, screens, or other avian-exclusion devices would be installed on all open-top oil, condensate, and produced-water tanks, and any other open-top container that may contain liquids harmful to wildlife. Netting or screens would be inspected periodically for rips, tears, or evidence of contact with tank contents, especially after heavy precipitation events.
- Covers, wire mesh, or other material would be placed on small containers (55 gallons or less) that are left open while in use under valves or spigots to catch drips.
- Open-top tanks that do not contain harmful substance (e.g., stock water tire tanks) would be equipped with escape ramps to minimize the potential drowning of migratory birds.
- All secondary containment for chemical storage would have exclusionary devices or would be inspected routinely and, if standing fluid is found, it would be removed promptly.

- EOG would install bird-excluding devices that prevent the perching and entry of migratory birds on or into its new fired vessel exhaust stacks in nesting habitat of high-priority bird species.

#### *Livestock Grazing*

- EOG would install cattle guards at all fence crossings (unless requested otherwise by the surface owner).

#### *Pipeline Construction*

- EOG would utilize Bureau of Land Management Hydraulic Considerations for Pipeline Crossings of Stream Channels where feasible and authorized.

#### *Water*

- EOG would re-use drilling mud for new wells to the maximum possible extent.
- EOG would incorporate site-specific BMPs to control storm water runoff, including appropriate measures to prevent sedimentation.
- All construction and maintenance activities would cease if soils or road surfaces become saturated to the extent that construction equipment is unable to stay within the disturbance corridor or USFS SUA or SUP, or WY TUP, and before activities cause irreparable harm to roads, soils, or excessive siltation of nearby lakes, reservoirs, or live flowing streams.

#### *Transportation*

- EOG would develop 10 water source wells within the Project Area to provide water for drilling, completions, and dust suppression. New water wells would reduce the need to truck water, thereby reducing traffic to, from, and within the Project Area.

## *Safety*

- EOG would restrict public access to facilities that may endanger the public. In consultation with the surface owner or AO, EOG would install “warning” signs at locations where public access could result in potential safety issues.

In addition to these ACEPMs, EOG has invested a considerable amount of time and funding into baseline environmental studies for wildlife and cultural resources in the Greater Crossbow Project Area. Information from these studies will be used to inform the eventual EIS, and will be valuable in determining the best locations for the ODPs and appropriate site-specific mitigation measures. Additional information on these studies is provided in the following sections.

## *Ferruginous Hawk Study*

In a collaborative study with the BLM and Wyoming Game and Fish Department (WGFD), EOG has funded Hayden-Wing Associates, LLC (HWA) of Laramie, WY, to assist in a study that is collecting information on movement patterns, territory characteristics, and habitat use by ferruginous hawks (*Buteo regalis*). Although the main purpose is to collect information to better inform planning and decision making for the Project Area, the information will also contribute to a broader understanding of ferruginous hawk breeding ecology in Wyoming. EOG requested that HWA collect the information requested by the BLM-BFO, which entails trapping and placing GPS transmitters on breeding ferruginous hawks.

HWA will collaborate with a separate ongoing research project being conducted by Dr. John Squires (Rocky Mountain Research Station [RMRS]) and Robert Oakleaf (recently retired from WGFD). Essentially, the planned fieldwork and trapping/tagging efforts was consolidated between the two projects in 2014, using a common study area, to avoid overlapping efforts and unnecessary disturbance to nesting ferruginous hawks. The results of the study will be used to help inform the EIS for the Greater Crossbow Project.

## *Cultural Resource Surveys*

EOG has funded SWCA Environmental Consultants to complete a Project Area-wide Class I

literature review and report. In addition, upon surface owner approval, SWCA is conducting Class III surveys on 320-acre parcels surrounding the proposed ODP and Primary Corridor locations. The block-type surveys will provide substantial data on cultural resources within the Project Area and will be beneficial in assisting with re-locating proposed locations to avoid eligible sites or artifacts.

### 3 REFERENCES

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Bureau of Land Management (BLM) and U.S. Forest Service (USFS). 2007. Surface Operating Standards and Guidelines for Oil and Gas Exploration and Development. The Gold Book Fourth Edition—Revised 2007. BLM/WO/ST-06/021+3071/REV 07. Bureau of Land Management. Denver, Colorado. 84 pp.

Bureau of Land Management (BLM). 2010. BLM Wyoming Public Land Terms. WYNF-0011 (3/10). Accessed 04/23/14  
[Http://www.blm.gov/pgdata/etc/medialib/blm/wy/information/docs/Par.9071.File.dat/wynf-0011.pdf](http://www.blm.gov/pgdata/etc/medialib/blm/wy/information/docs/Par.9071.File.dat/wynf-0011.pdf)

Wyoming Oil and Gas Conservation Commission (WOGCC). 2010. Rules and Regulations of the Wyoming Oil and Gas Conservation Commission. Casper, Wyoming.



William P. Knight, Jr.  
County Attorney  
Heather Duncan-Malone  
Deputy County Attorney

# NATRONA COUNTY LEGAL DEPARTMENT

## NATRONA COUNTY COURTHOUSE

200 North Center, Suite 300

Casper, Wyoming 82601

(307) 235-9460

Fax (307) 235-9356

January 08, 2015

Mr. Duane Spencer, Field Office Manager  
Bureau of Land Management, High Plains District  
Buffalo Field Office  
1425 Fort Street  
Buffalo, WY 82834

RE: *Greater Crossbow Oil and Gas Exploration and Development Project*

Dear Mr. Spencer:

Natrona County hereby request to participate as a Cooperating Agency in the EIS for the Greater Crossbow Oil and Gas Exploration and Development Project as provided in your letter of December 19, 2014. Natrona County looks forward to working with the Bureau of Land Management to ensure that the project complies with the existing Natrona County Land Use Plan.

Natrona County has jurisdiction by law and special expertise on all subject matters for which we have statutory responsibility. The responsibilities include, but are not limited to, all subject matters directly or indirectly related to health, safety, welfare, custom, culture and socioeconomic viability of the county as provided in Wyo. Stat. Ann. § 18-5-2083. Natrona County can provide the BLM with plans, policies, and positions of the county including, but not limited to, fire abatement plans, weed and pest management plans, zoning resolutions, development plans, transportation studies and emergency management plans. Additionally, Natrona County can provide GIS mapping information, infrastructure improvement schedules and historic/cultural knowledge of Natrona County.

Thanks in advance for your cooperation in this matter and I will forward the executed MOU after the January 20 BOCC meeting.

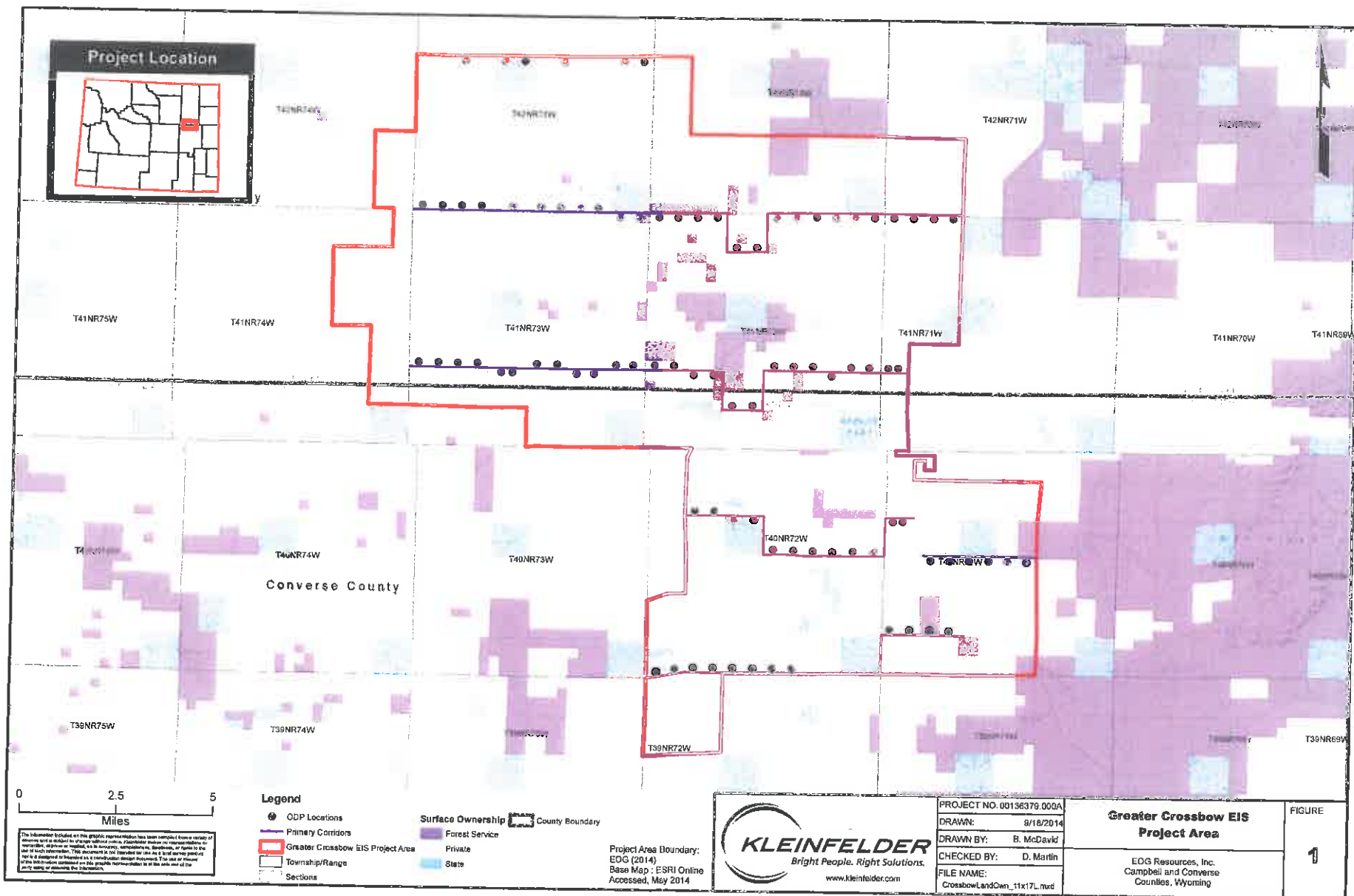
Sincerely,

A handwritten signature in black ink, appearing to read "W-P-K" followed by a stylized flourish.

William P. Knight, Jr.  
NATRONA COUNTY ATTORNEY

cc. Forrest Chadwick, Chairman BOCC  
Gregory Cowan, WCCA





**RESOLUTION NO. 03-15**

**RESOLUTION PROVIDING FOR THE APPOINTMENT  
AND COMPENSATION OF THE COUNTY ATTORNEY**

**WHEREAS**, Wyoming Statute §18-3-301(a) provides:

"..In those judicial districts in which the office of the District Attorney has been created the County Commissioners will appoint an attorney to the Office of County Attorney for a term of one (1) year, who may be reappointed on a year-to-year basis. The County Commissioners may remove the County Attorney for cause", and

**WHEREAS**, the Office of District Attorney has been created in Natrona County.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Natrona County, Wyoming, that William P. Knight is appointed to the office of the Natrona County Attorney.

PASSED, APPROVED and ADOPTED this 20<sup>th</sup> day of January, 2015.

BOARD OF COUNTY COMMISSIONERS  
NATRONA COUNTY, WYOMING

ATTEST:

\_\_\_\_\_  
Renea Vitto, County Clerk

\_\_\_\_\_  
Forrest Chadwick, Chairman

**METRO ETHERNET SERVICE  
FIXED PERIOD PRICING PLAN  
Intrastate**

Agreement Number: \_\_\_\_\_

This CenturyLink Metro Ethernet Service Agreement ("Agreement") between Natrona County ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") is effective on the date of execution by CenturyLink ("Effective Date").

**Tariff**

Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>. Service is subject to technical publication 77411 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

**1. Scope.**

**1.1** Metro Ethernet Service ("Service") is a flexible transport service that uses established Ethernet transport technology. The Service provides connections between multiple Customer locations within a metropolitan area using native Ethernet protocol. The transmission speed depends on the Ethernet port ("Port") selected and the amount of bandwidth ordered over the Port ("Bandwidth Profile"). Service extends to the Demarcation Point. "Demarcation Point" means the CenturyLink-designated physical interface between the CenturyLink-owned network and Customer's telecommunications equipment. Service is available over three designs: (a) Customer Premises, supporting transmission speeds as low as 1 Mbps and up to 1 Gbps in increments of 10 Mbps from 10 to 100 Mbps, and in increments of 100 Mbps from 100 to 1,000 Mbps; (b) Central Office, supporting transmission speeds of 100 Mbps, 600 Mbps and 1,000 Mbps; and (c) Ethernet with Extended Transport (DS3 required), supporting transmission speeds as low as 5 Mbps and up to 40 Mbps. "SLA" means the service level agreement specific to the Service, located at <http://www.qwest.centurylink.com/legal/>, which is controlled by the Tariff and Tech Pub, which are subject to change. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for Service.

**1.2** Any CenturyLink tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into this Agreement by reference and made a part of this Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**1.3** Service provided herein is subject to network infrastructure availability and may require the expenditure of CenturyLink capital funds ("Funding") to provide Service to Customer. If a location requires Funding, CenturyLink will only provide Service if Funding has been approved as evidenced on the signature page of this Agreement. Such approval will be granted at the sole discretion of CenturyLink. In the event this Agreement is executed and the required Funding is not approved, CenturyLink agrees to cooperate with Customer in good faith to develop an alternative service solution and may terminate this Agreement immediately without penalty.

**1.4** Customer understands and agrees that CenturyLink supplies Service as an intrastate, intraLATA telecommunications service, as defined by State and/or Federal Communications Commission ("F.C.C.") regulations, which are incorporated herein by this reference. It is Customer's responsibility to ensure that Customer uses Service as an intrastate, intraLATA telecommunications service consistent with such regulations. F.C.C. regulations permit interstate usage of Service if such usage does not exceed 10% of the total usage. If Customer should use this Service for any other purpose, or if interstate usage exceeds 10%, it is Customer's responsibility to immediately notify CenturyLink of such use and to place an order for appropriate service. CenturyLink will bill, and Customer will promptly pay, appropriate monthly recurring charges, for such use of and changes to Customer's telecommunications service including, but not limited to all applicable CenturyLink Rates and Services Schedule No. 1 interstate access charges or intrastate Tariff access charges.

**1.5** "Construction" means when Service may not be available due to facilities limitations and it is necessary for CenturyLink to construct facilities. "Funding" means charges to Customer over the term of a Service contract covering CenturyLink's calculated costs for providing Service and its expected rate of return when network infrastructure is not available to provide Service to Customer. CenturyLink may assess separate Construction charges if facilities are not available to meet an order for Service and CenturyLink constructs facilities under one or more of the following circumstances: (a) the amount of Customer's expected payments over the term of the Agreement does not exceed CenturyLink's calculated cost of providing the Service plus its expected rate of return; (b) Customer requests that Service be furnished using a type of facility, or via a route that CenturyLink would not normally utilize in providing the requested Service; (c) more facilities are requested than would normally be required to satisfy an order; and (d) Customer requests that Construction be expedited, resulting in added cost to CenturyLink. Service provided under this Agreement is subject to Funding approval and that approval will be evidenced in the Funding Concurrence block on this Agreement. That approval will be granted at the sole discretion of CenturyLink. In the event contract documents are signed under which Customer is ordering Service for which Funding is not approved, CenturyLink will cooperate with Customer in good faith to develop an alternative service solution if Funding cannot be achieved on the contracted solution and CenturyLink may immediately terminate this Agreement, without penalty, if Funding of the contracted and alternate Service solutions are determined to not be possible.

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**2. Term.**

**2.1** This Agreement is effective on the date CenturyLink signs it, following Customer's execution of this Agreement ("Effective Date"), and it expires 36 months from the date Service is available to Customer, as evidenced by CenturyLink records ("Initial Term"). The Service shall have a "Minimum Service Period" of 12 months. After the expiration of the Initial Term, this Agreement will continue automatically on a month-to-month basis unless a party notifies the other party in writing of its desire not to renew this Agreement at least 60 calendar days, and no more than 120 calendar days, prior to the end of the Initial Term. After the Initial Term, either party may terminate this Agreement upon 30 calendar days prior written notice. The Initial Term and any month-to-month period thereafter will be collectively referred to as the "Term."

**2.2** After the Initial Term, Customer will pay for Service at CenturyLink's then-current rates. CenturyLink will inform Customer of its then-current rates for Service upon written request.

**3. Installation/Provisioning of Service.**

**3.1** CenturyLink will provide the Service at the locations specified in Exhibit 1, attached hereto and made a part of this Agreement.

**3.2** CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date the Service is available for use, or is unable to accept the Service during the Grace Period and CenturyLink cancels the Service at the end of the Grace Period, the Tariff cancellation charges may apply.

**3.3** Start of service for each Service ("Start of Service Date") will begin on the date on which Customer accepts delivery of such Service. CenturyLink will provide notice that a Service is ready for acceptance. At Customer's request, mutual testing may be performed in accordance to the service parameters outlined in the Tariff.

**4. Charges and Billing.**

**4.1** Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

**4.2** The monthly recurring charge ("MRC") and nonrecurring charge ("NRC") for Service, specified on Exhibit 1, reflect the rates currently in effect in the Tariff. Service's MRC and NRC will be those in effect in the Tariff on the first date of installation of Service. CenturyLink will fix the MRCs during the Term so that CenturyLink will not pass through any CenturyLink initiated price increases to Customer during the Term. Any rate increases directed or mandated by a regulatory body will be applied as required.

Promotional Pricing: ☒ Yes ☐ No Promotion Expiration Date: \_\_\_\_\_  
Promotion Description, Title, or Code: Fiber to the Customer, BP4B3

**5. Changes to Service.**

**5.1** Subsequent orders to add new Service port(s) will be for the remainder of the Term, provided the Minimum Service Period can be met. All Service ports ordered under this Agreement will expire on the same date regardless of when they are ordered (e.g., if the original Service is in month 10 of a 60-month Term when Customer orders a new Service port for a 60-month fixed period rate plan, the new Service port will be billed at the 60-month rate for the next 50-months). In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

**5.2** A subsequent order to change or add a Service port during the Term will be assessed an NRC.

**5.3** A subsequent order to change Service Bandwidth during the Term will not be assessed the NRC, however, the MRC will be changed to the new Service bandwidth profile charge. Customer may be assessed an early Termination liability charge for any decrease in bandwidth during the Term of the Agreement.

**5.4** Customer request for a physical move of Service to a new location will be treated as a termination of service at the original location. NRC's will apply and Term requirements must be met in the new location. In the event the Minimum Service Period cannot be met, a new Agreement must be signed.

**5.5** Customer request for a physical move of Service to a location within the same building as the existing Service will be charged a fee equal to one half the applicable NRC charge. There will be no changes to the Minimum Service Period.

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- 6. Termination.** Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for any termination charges ("Termination Charge"). Prior to the conclusion of the Term, if Service and/or this Agreement is terminated or bandwidth is decreased below the original contracted level ("decreased bandwidth"), either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for and pay CenturyLink the following Termination Charge: (a) all accrued and unpaid charges for the terminated Service or decreased bandwidth provided through the effective date of such termination or decrease; plus (b) a termination charge of 100% of the balance of the MRCs for the unexpired portion of the Minimum Service Period for the terminated Service and/or a charge of 100% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (c) 40% of the balance of the MRCs due for the unexpired portion of the Term in excess of the Minimum Service Period for the terminated Service and/or 40% of the difference between the original bandwidth MRC and the decreased bandwidth MRC; plus (d) any and all third party costs and expenses incurred by CenturyLink in so terminating such Service or decreasing bandwidth and all applicable non-recurring charges that may have been waived.
- 7. Confidentiality.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.
- 8. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.
- 9. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 10. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.
- 10.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER.
- 10.2 Claims Related to Service.** For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.
- 10.3 Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.
- 11. Miscellaneous.**
- 11.1 General.** This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement

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without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

**11.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, the Tech Pub and CenturyLink records.

**11.3 Independent Contractor.** CenturyLink provides Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**11.4 ARRA.** Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

**11.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI. Such exposure is allowable under 45 CFR 164.502(a)(1)(iii). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of this Agreement.

**11.6 Credit Approval.** Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**11.7 Governing Law; Dispute Resolution.**

(a) **Governing Law; Forum.** Colorado state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

(b) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(c) **Limitations Period.** Any claim relating to this Agreement must be brought within two years after the claim arises.

**11.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

**11.9 Amendments; Changes.** This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**11.10 Required Notices.** Unless provided otherwise in this Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in CenturyLink's records Attn.: General Counsel or other person designated for notices. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**METRO ETHERNET SERVICE  
FIXED PERIOD PRICING PLAN  
Intrastate**

**11.11 Entire Agreement.** This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement. Using CenturyLink's electronic signature process for this Agreement is acceptable.

**Natrona County**

**Qwest Corporation d/b/a CenturyLink QC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Address for Notices:**

<b>FOR CQC INTERNAL USE ONLY</b>
<u>FUNDING CONCURRENCE REQUIRED PRIOR TO EXECUTION FOR NEW SERVICE</u> <u>(NOT REQUIRED FOR RENEWALS AND IN SITUATIONS WHERE THE AQCB PROCESS</u> <u>IS NOT NECESSARY)</u>
AQCB Quote No. _____
Date Concurred: _____

Agreement Number: \_\_\_\_\_

EXHIBIT 1

**(Show N/A, if an MRC does not apply)**

[illegible]

**Optional Features for Service:**

[illegible]



## CENTURYLINK® ENTRANCE FACILITIES ADDENDUM

This CenturyLink Entrance Facilities Addendum ("Addendum") hereby supplements the Agreement between Natrona County ("Customer") and CenturyLink dated \_\_\_\_\_, under which Customer ordered **QC Metro Ethernet** ("Service") from CenturyLink. Except as set forth in this Addendum, capitalized terms will have the definitions assigned to them in the Agreement. This Addendum is subject to the terms and conditions of the Agreement. If a conflict between the Agreement and this Addendum exists, this Addendum controls.

1. Customer is contemporaneously ordering Service from CenturyLink at the following property address: **2011 Fairgrounds Road, Casper, WY 82604 and 538 Southwest Wyoming Boulevard, Mills, WY, 82644** ("Property"). To provide the Service, CenturyLink will install entrance facilities to connect the CenturyLink network at the public right of way to a demarcation point located within the building on the Property (e.g. a common telecommunications room or Meet Me Room) as mutually agreed upon between Customer and CenturyLink. CenturyLink's obligation to provide the Service at the Property is conditioned upon CenturyLink gaining access rights and successfully building out the facilities at a commercially reasonable cost (the "Condition"). If the Condition cannot be satisfied, CenturyLink will notify Customer and negotiate a special construction arrangement with Customer that may include Customer reimbursing CenturyLink for certain construction charges. If the parties cannot reach agreement on special construction or other arrangement, CenturyLink will notify Customer that the order for Service at the Property will be terminated.
2. If the Condition is satisfied, CenturyLink will provide notice to Customer that the entrance facilities at the Property are complete. Customer's acceptance of CenturyLink Service at the Property will serve as acknowledgement of completion of entrance facility work in the absence of written acknowledgement.
3. In consideration of CenturyLink waiving construction charges for providing facilities at the Property, if Service is canceled by Customer for any reason other than Cause, or by CenturyLink for Cause, before the conclusion of the initial Service term, Customer will pay CenturyLink an early termination charge equal to the Service MRC of **\$1242** times the number of months remaining in the initial Service term ("Early Termination Charge") instead of any applicable early termination charge for the Service described in the Agreement. The MRC is fixed under this Addendum for purposes of the Early Termination Charge and will exclude service downgrades or upgrades that occur after the start of Service. The Early Termination Charge is not subject to any waivers. Additional termination charges may apply under a separate special construction agreement related to the Property.
4. This Addendum will be coterminous with the initial term of the Service at the Property and the obligations of this Addendum will survive the termination of the Service at the Property.

**The undersigned parties have read and agree to the terms and conditions set forth in this Addendum.** Electronic signatures on this Addendum will be accepted only in the form and manner prescribed by CenturyLink.

### Natrona County

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Forrest Chadwick

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Chairman, Natrona County Board of Commissioners

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Qwest Corporation d/b/a CenturyLink QC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Sue Baker

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Director of Pricing and Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

CENTURYLINK® ENTRANCE FACILITIES ADDENDUM  
ADDENDUM TO  
ENTRANCE FACILITIES ADDENDUM  
BETWEEN  
NATRONA COUNTY  
AND QWEST CORPORATION D/B/A CENTURYLINK QC

1. **Parties.** This Addendum is made and entered into by and between the County of Natrona ("Customer"), whose address is 200 North Center Street, County Courthouse, Casper, WY, 82601; and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"), with a business office located at 6101 Yellowstone Road, Room 300, Cheyenne, WY 82009. Throughout this Addendum, Customer or CenturyLink may individually be referred to as "Party" or together as "Parties".
2. **Purpose of Addendum.** The Customer has entered into a Entrance Facilities Addendum dated on or about January 15, 2015, incorporated herein by this reference ("Underlying Agreement"). The purpose of this Addendum is to memorialize certain non-rate effecting terms applicable to the provision of Service for Customer.
3. **Term of the Addendum.** This Addendum shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Underlying Agreement unless terminated at an earlier date pursuant to the provisions of the Underlying Agreement or pursuant to federal or state statute or rule or regulation.
4. **Special Provisions.** The following conditions are incorporated into the contract.
  - A. **Amendments.** Any changes, modifications, revisions or amendments to this Addendum which are not materially rate-effecting and mutually agreed upon by the parties to this Addendum shall be incorporated by written instrument, executed and signed by all parties to this Addendum.
  - B. **Applicable Law/Venue.** Except to the extent any dispute may be the within the primary jurisdiction of the Federal Communications Commission ("FCC"), the construction, interpretation and enforcement of the Underlying Agreement shall be governed by the laws of the State of Wyoming. Except to the extent any dispute may be the within the primary jurisdiction of the FCC, the courts of the State of Wyoming shall have jurisdiction over the Underlying Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
  - C. **Assignment.** This is a retail end user contract. It may be assigned only with the consent of CenturyLink. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.
  - D. **Audit/Access to Records.** The Customer and any of its representatives shall have access to examine any books, documents, papers, and records of CenturyLink which are pertinent to the Underlying Agreement. CenturyLink shall, upon receiving written 30 days notice from the Customer, allow any independent auditor, accountant, or accounting firm to examine books, documents, papers and records of CenturyLink which are pertinent to this Contract at 1801 California Street, Denver, Colorado. All costs incurred in examining and auditing will be the responsibility of the Customer and shall not be reimbursed by CenturyLink. CenturyLink shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Customer.
  - E. **Availability of Funds.** Customer intends to continue the Underlying Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Underlying Agreement, b) Customer agrees to use all reasonable and lawful means to secure these appropriations, c) Customer agrees it will not use non-appropriations as a means of terminating the Underlying Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Underlying Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink),

## CENTURYLINK® ENTRANCE FACILITIES ADDENDUM

Customer may terminate the Underlying Agreement by giving CenturyLink not less than thirty (30) days prior written notice. Upon termination and to the extent of lawfully available funds, Customer shall remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**F. Award of Related Contracts.** The Customer may undertake or award supplemental or successor contracts for work related to this Addendum. CenturyLink shall cooperate fully with other contractors and the Customer in all such cases.

**G. Compliance with Laws.** CenturyLink shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of the Underlying Agreement.

**H. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by CenturyLink in the performance of the Underlying Agreement shall be kept confidential by CenturyLink unless written permission is granted by the Customer for its release.

**I. Disputes/Remedies.** In seeking to resolve any dispute relating to the Underlying Agreement, the Customer does not waive its sovereign immunity. Except for disputes within the primary jurisdiction of the FCC, any dispute or claim arising out of or relating to the Underlying Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under the Underlying Agreement.

**J. Extensions.** Nothing in this Addendum shall be interpreted or deemed to create an expectation that the Underlying Agreement will be extended beyond the term described therein. Consistent with FCC rules, as applicable, any extension of this Addendum or the Underlying Agreement shall be initiated by the Customer, and shall be effective only after it is reduced to writing and executed by all parties to the Underlying Agreement. Consistent with FCC rules, as applicable, any agreement to extend this Addendum or the Underlying Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Underlying Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Underlying Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Underlying Agreement; and, if the duties of either party will be different during the extension than they were under the original Underlying Agreement, a detailed description of those duties.

**K. Independent Contractor.** CenturyLink shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. CenturyLink shall assume sole responsibility for any debts or liabilities that may be incurred by CenturyLink in fulfilling the terms of the underlying, and shall be solely responsible for the payment of all federal, state and local employment taxes relating to CenturyLink's employees which may accrue because of the Underlying Agreement. Nothing in the Underlying Agreement shall be interpreted as authorizing CenturyLink or its agents and/or employees to act as an agent or representative for or on behalf of the Customer, or to incur any obligation of any kind on the behalf of the Customer. CenturyLink agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Customer's employees will inure to the benefit of CenturyLink or its agents and/or employees as a result of the Underlying Agreement.

**L. Kickbacks.** CenturyLink certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with the Underlying Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of the Underlying Agreement, except for commissions payable by CenturyLink to its sales employees. If CenturyLink breaches or violates this warranty, the Customer may, at its discretion, terminate the Underlying Agreement without liability to the Customer, or deduct from the Underlying Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**M. Nondiscrimination.** CenturyLink shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment

## CENTURYLINK® ENTRANCE FACILITIES ADDENDUM

Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* CenturyLink shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of the Underlying Agreement.

**N. Notices.** Except as permitted by the applicable CenturyLink tariffs, all notices arising out of, or from, the provisions of the Underlying Agreement shall be in writing and given to the parties at the address provided under the Underlying Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

**O. Sovereign Immunity.** Customer does not waive sovereign immunity by entering into the Underlying Agreement, and specifically retains immunity and all defenses available to the State as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law.

**P. Termination of Contract.** This Addendum may be terminated upon thirty (30) days notice for cause if CenturyLink fails to perform in accordance with the terms of this Addendum, provided CenturyLink does not cure the default within such 30-day period. The Customer understands that termination may affect pricing arrangements due to the potential for failure to meet certain volume and term commitments.

**Q. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Underlying Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Underlying Agreement shall operate only between the parties to the Underlying Agreement, and shall inure solely to the benefit of the parties to the Underlying Agreement. The provisions of the Underlying Agreement are intended only to assist the parties in determining and performing their obligations under the Underlying Agreement. The parties to the Underlying Agreement intend and expressly agree that only parties signatory to the Underlying Agreement shall have any legal or equitable right to seek to enforce the Underlying Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of the Underlying Agreement, or to bring an action for the breach of the Underlying Agreement.

**R. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in the Underlying Agreement.

**S. Waiver.** The waiver of any breach of any term or condition in the Underlying Agreement shall not be deemed a waiver of any prior or subsequent breach.

**T. Monitor Activities.** The State shall have the right to monitor all activities of the CenturyLink related to this Agreement, which shall include, but not be limited to, the right to make site inspections upon reasonable prior notice during normal business hours, to bring experts and consultants ("Agents") on site to examine or evaluate completed work or work in progress, and to observe CenturyLink personnel in every phase of performance of Agreement-related work. Where applicable, the State and its Agents shall comply with CenturyLink's standard security and safety policies and procedures for facilities access.

**U. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.

**V. Indemnification.** The indemnification provisions set forth in CenturyLink's applicable tariffs shall set forth the respective indemnification obligations of the parties, except that the Customer shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7, which prohibit indemnification by the Customer.

**5. Order of Precedence.** In the event of a conflict or inconsistency between any terms of this Addendum and the Underlying Agreement the order of precedence will be as detailed in the Underlying Agreement, with the following exception: all conditions contained in this Addendum, in particular, but without limitation, 4B Applicable Law/Venue, 4O Sovereign Immunity and 4V Indemnification shall apply with full force and effect to the Underlying Agreement and all services, and shall take precedence over any other contrary language.

**6. Enforceability.** In accordance with the requirements of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, CenturyLink cannot agree to provide services upon terms and conditions that vary from

**CENTURYLINK® ENTRANCE FACILITIES ADDENDUM**

the provisions of the applicable tariffs on file with the FCC. Customer understands that if any term of this Addendum may be construed as materially rate-affecting such term is not enforceable.

7. **Signatures.** IN WITNESS THEREOF, the parties to this Addendum through their duly authorized representatives have executed this Addendum to the Underlying Agreement between the Customer and CenturyLink, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

The effective date of this Addendum is the date of the signature last affixed to this page.

**NATRONA COUNTY**

\_\_\_\_\_  
Forrest Chadwick  
Chairman, Natrona County Board of Commissioners

\_\_\_\_\_  
Date

**QWEST CORPORATION D/B/A CENTURYLINK QC**

\_\_\_\_\_  
Susan Baker, Manager, Offer Management

\_\_\_\_\_  
Date

## BUILDING ENTRY AGREEMENT

This Building Entry Agreement ("Agreement") is made and entered into as of the "Effective Date" (as defined below) by and between Natrona County ("Building Owner") and Qwest Corporation d/b/a CenturyLink ("Licensee").

### BACKGROUND:

Building Owner owns that certain real property having an address of 2011 Fairgrounds Road, Casper, WY, 82604 and 538 Southwest Wyoming Boulevard, Mills, WY, 82644 ("Property"), and owns the building located on the Property ("Building"). Building Owner is willing to grant a license to Licensee pursuant to the terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Building Owner and Licensee agree as follows:

1. **License.** Building Owner grants Licensee a license ("License") so that Licensee can provide communications services to tenants and occupants of the Building. This grant of License permits Licensee, its employees, agents, contractors and affiliates: (a) to enter into, access and use all parts of the Building, up to and including the roof and any of Building Owner's conduit, which is deemed necessary by Licensee for Licensee to construct, install, operate, maintain, upgrade, monitor and remove any cables and miscellaneous equipment (collectively, "Equipment") at any time or from time to time in order to provide such communications services; and (b) to construct, install, operate, maintain, upgrade, monitor and remove Equipment at any time and from time to time over, upon, under, through and along the Property (and in any of Building Owner's conduit that may be located on the Property) as is deemed necessary by Licensee so that Licensee can provide such communication services, as well as the right of reasonable ingress and egress over and across the Property to access such Equipment. Licensee will use the Equipment solely for the purpose of providing such communications services to tenants and occupants of the Building. Nothing contained in this Section will be construed as: (a) granting to Licensee any property or ownership rights in the Property or Building Owner's other real or personal property, except as may be provided for in this Agreement; (b) granting to Building Owner any right, title or interest in and to the Equipment; or (c) creating a partnership or joint venture between Building Owner and Licensee.

2. **Construction.** Prior to the commencement of any work in or near the Building (including periodic installation of the Equipment), Licensee will, at its expense, prepare and deliver to Building Owner plans describing all proposed work. Licensee will: (a) perform all work in a safe manner consistent with prudent construction standards; (b) perform all work in such a way as to minimize unreasonable interference with the operation of the Building; and (c) obtain prior to the commencement of any work all federal, state and municipal permits, licenses and approvals required in connection with such construction and work.

3. **Equipment.** All risk associated with the Equipment will be borne by Licensee. Building Owner will not interfere with Licensee's use, operation or maintenance of the Equipment. Building Owner will not be liable for damage to, theft of, misappropriation of, or loss of, the Equipment regardless of the cause, except if the cause is due to the negligence, unlawful activity or willful misconduct of Building Owner, its employees or agents. Within 90 days of the expiration or termination of this Agreement, Licensee will, at its expense, remove all Equipment and its personal property from the Building and the Property, and repair all damage caused by such removal, reasonable wear and tear excepted.

4. **Termination.** This Agreement will commence on the Effective Date and will terminate upon the earliest to occur of: (a) the date which is 30 days following Building Owner's notice to Licensee that Licensee is in default under this Agreement (unless Licensee has cured such default within such 30 day period); (b) the 30th day following written notice to Building Owner by Licensee of its intent to terminate this Agreement; (c) the date of a casualty to all or any portion of the Building if the result of such casualty is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical; or (d) the date of condemnation or taking of all or any portion of the Building or the Property if the result of such condemnation or taking is, in Licensee's reasonable judgment, to render the continued services by Licensee under this Agreement impractical. If

not sooner terminated in accordance with its terms or at law, this Agreement will terminate the day before the ten-year anniversary of the Effective Date. The time period in which this Agreement is in effect will be referred to in this Agreement as the "Term."

5. **Notice.** Whenever any notice or other communication (collectively, "Notice") is required or permitted under this Agreement, Notice must be in writing and sent by certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier service to the following addresses:

If Notice to Building Owner:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If Notice to Licensee:

CenturyLink  
100 CenturyLink Drive  
Monroe, LA 71203  
Attention: Construction Services

Notice will be deemed effective on the date shown on the return receipt if given by certified mail or the confirmation of delivery form if Notice is given by overnight courier service. Rejection, refusal to accept or the inability to deliver because of a changed address of which no Notice was given will be deemed to be receipt of Notice as of the date of rejection, refusal or inability to deliver. Either party may change its above address by giving Notice of such address change in the manner for giving Notice prescribed in this Section.

6. **Indemnification and Waiver.** Licensee will indemnify, defend and hold Building Owner harmless from and against any and all loss, cost, liability, claim, damage and expense of whatever kind, including reasonable attorneys' fees and court costs (collectively, "Damages") to the extent such Damages arise from Licensee's breach of this Agreement or Licensee's negligence or intentional misconduct. Building Owner will indemnify, defend and hold Licensee harmless from and against any and all Damages to the extent such Damages arise directly or indirectly from Building Owner's breach of this Agreement or Building Owner's negligence or intentional misconduct. Notwithstanding anything else contained in this Agreement, the parties waive any right to seek against each other any consequential damages, special damages and punitive damages. The provisions of this Section will survive termination of this Agreement.

7. **Insurance.** At all times during the Term, Licensee will carry and maintain at its expense the following insurance from insurers with minimum Best's ratings of "A-VII" authorized to do business in the state where the Building is located: (a) workers' compensation insurance in accordance with the law of the state where any work under this Agreement is being performed; (b) Commercial General Liability Insurance with an occurrence limit of not less than Five Hundred Thousand Dollars (\$500,000) and an aggregate limit of not less than Two Million Dollars (\$2,000,000); and (c) "All Risk" property insurance covering its Equipment and other personal property in sufficient amounts to cover any loss of such Equipment and personal property. At all times during the Term, Building Owner will carry and maintain at its expense "All Risk" property insurance covering the Building and its equipment in amounts not less than their full replacement cost, as well as commercial general liability insurance covering claims for bodily injury, death, personal injury and property damage with a minimum limit of \$500,000 per occurrence and \$2,000,000 aggregate.

8. **Miscellaneous.** (a) Either party may assign this Agreement without the consent of the other party; (b) Building Owner acknowledges that the consideration received by it in connection with the grant License is the enhanced value of the Building to current or potential tenants or occupants attributable to the installation of the Equipment, and therefore, at no time will Building Owner charge Licensee any monetary fee or assessment of any kind in connection with the License and this Agreement; (c) Building Owner acknowledges that Licensee may retain third parties to exercise its rights under this Agreement, and Licensee will cause the removal from the Building or the Property of any such third party to which Building Owner reasonably objects and for which Building Owner gives notice of objection; (d) Licensee will not, at any time, record or attempt to record in the public records

this Agreement or any memorandum of this Agreement; and (e) This Agreement represents the full understanding of the parties with respect to its subject matter and cannot be modified or amended except in a writing signed by all of the parties.

9. **Counterparts, Facsimile and Electronic Mail Signatures.** This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. Signatures to this Agreement may be transmitted by facsimile or electronic mail, and signatures so transmitted will be deemed the equivalent of delivery of an original signature.

10. **Effective Date.** This Agreement is effective on the date it is last signed by all parties ("Effective Date").

**"Licensee"**

**Qwest Corporation d/b/a CenturyLink**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**"Building Owner"**

**Natrona County**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**ADDENDUM TO  
BUILDING ENTRY AGREEMENT  
BETWEEN  
NATRONA COUNTY  
AND QWEST CORPORATION D/B/A CENTURYLINK QC**

1. **Parties.** This Addendum is made and entered into by and between the County of Natrona ("Customer"), whose address is 200 North Center Street, County Courthouse, Casper, WY, 82601; and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink"), with a business office located at 6101 Yellowstone Road, Room 300, Cheyenne, WY 82009. Throughout this Addendum, Customer or CenturyLink may individually be referred to as "Party" or together as "Parties".
2. **Purpose of Addendum.** The Customer has entered into a Building Entry Agreement dated on or about January 15, 2015, incorporated herein by this reference ("Underlying Agreement"). The purpose of this Addendum is to memorialize certain non-rate effecting terms applicable to the provision of Service for Customer.
3. **Term of the Addendum.** This Addendum shall commence upon the date the last required signature is affixed hereto and shall remain in full force and effect through the term of the Underlying Agreement unless terminated at an earlier date pursuant to the provisions of the Underlying Agreement or pursuant to federal or state statute or rule or regulation.
4. **Special Provisions.** The following conditions are incorporated into the contract.
  - A. **Amendments.** Any changes, modifications, revisions or amendments to this Addendum which are not materially rate-effecting and mutually agreed upon by the parties to this Addendum shall be incorporated by written instrument, executed and signed by all parties to this Addendum.
  - B. **Applicable Law/Venue.** Except to the extent any dispute may be the within the primary jurisdiction of the Federal Communications Commission ("FCC"), the construction, interpretation and enforcement of the Underlying Agreement shall be governed by the laws of the State of Wyoming. Except to the extent any dispute may be the within the primary jurisdiction of the FCC, the courts of the State of Wyoming shall have jurisdiction over the Underlying Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
  - C. **Assignment.** This is a retail end user contract. It may be assigned only with the consent of CenturyLink. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.
  - D. **Audit/Access to Records.** The Customer and any of its representatives shall have access to examine any books, documents, papers, and records of CenturyLink which are pertinent to the Underlying Agreement. CenturyLink shall, upon receiving written 30 days notice from the Customer, allow any independent auditor, accountant, or accounting firm to examine books, documents, papers and records of CenturyLink which are pertinent to this Contract at 1801 California Street, Denver, Colorado. All costs incurred in examining and auditing will be the responsibility of the Customer and shall not be reimbursed by CenturyLink. CenturyLink shall cooperate fully with any such independent auditor, accountant, or accounting firm, during the entire course of any audit authorized by the Customer.
  - E. **Availability of Funds.** Customer intends to continue the Underlying Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Underlying Agreement, b) Customer agrees to use all reasonable and lawful

means to secure these appropriations, c) Customer agrees it will not use non-appropriations as a means of terminating the Underlying Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Underlying Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer may terminate the Underlying Agreement by giving CenturyLink not less than thirty (30) days prior written notice. Upon termination and to the extent of lawfully available funds, Customer shall remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**F. Award of Related Contracts.** The Customer may undertake or award supplemental or successor contracts for work related to this Addendum. CenturyLink shall cooperate fully with other contractors and the Customer in all such cases.

**G. Compliance with Laws.** CenturyLink shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of the Underlying Agreement.

**H. Confidentiality of Information.** All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by CenturyLink in the performance of the Underlying Agreement shall be kept confidential by CenturyLink unless written permission is granted by the Customer for its release.

**I. Disputes/Remedies.** In seeking to resolve any dispute relating to the Underlying Agreement, the Customer does not waive its sovereign immunity. Except for disputes within the primary jurisdiction of the FCC, any dispute or claim arising out of or relating to the Underlying Agreement may be assigned to non-binding mediation upon mutual agreement of the parties, in accordance with the Wyoming Supreme Court's rules for alternative dispute resolution. The parties to the dispute shall bear their respective costs for the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under the Underlying Agreement.

**J. Extensions.** Nothing in this Addendum shall be interpreted or deemed to create an expectation that the Underlying Agreement will be extended beyond the term described therein. Consistent with FCC rules, as applicable, any extension of this Addendum or the Underlying Agreement shall be initiated by the Customer, and shall be effective only after it is reduced to writing and executed by all parties to the Underlying Agreement. Consistent with FCC rules, as applicable, any agreement to extend this Addendum or the Underlying Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Underlying Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Underlying Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Underlying Agreement; and, if the duties of either party will be different during the extension than they were under the original Underlying Agreement, a detailed description of those duties.

**K. Independent Contractor.** CenturyLink shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. CenturyLink shall assume sole responsibility for any debts or liabilities that may

be incurred by CenturyLink in fulfilling the terms of the underlying, and shall be solely responsible for the payment of all federal, state and local employment taxes relating to CenturyLink's employees which may accrue because of the Underlying Agreement. Nothing in the Underlying Agreement shall be interpreted as authorizing CenturyLink or its agents and/or employees to act as an agent or representative for or on behalf of the Customer, or to incur any obligation of any kind on the behalf of the Customer. CenturyLink agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to Customer's employees will inure to the benefit of CenturyLink or its agents and/or employees as a result of the Underlying Agreement.

**L. Kickbacks.** CenturyLink certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with the Underlying Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of the Underlying Agreement, except for commissions payable by CenturyLink to its sales employees. If CenturyLink breaches or violates this warranty, the Customer may, at its discretion, terminate the Underlying Agreement without liability to the Customer, or deduct from the Underlying Agreement price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

**M. Nondiscrimination.** CenturyLink shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* CenturyLink shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of the Underlying Agreement.

**N. Notices.** Except as permitted by the applicable CenturyLink tariffs, all notices arising out of, or from, the provisions of the Underlying Agreement shall be in writing and given to the parties at the address provided under the Underlying Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

**O. Sovereign Immunity.** Customer does not waive sovereign immunity by entering into the Underlying Agreement, and specifically retains immunity and all defenses available to the State as sovereign pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law.

**P. Termination of Contract.** This Addendum may be terminated upon thirty (30) days notice for cause if CenturyLink fails to perform in accordance with the terms of this Addendum, provided CenturyLink does not cure the default within such 30-day period. The Customer understands that termination may affect pricing arrangements due to the potential for failure to meet certain volume and term commitments.

**Q. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Underlying Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Underlying Agreement shall operate only between the parties to the Underlying Agreement, and shall inure solely to the benefit of the parties to the Underlying Agreement. The provisions of the Underlying Agreement are intended only to assist the parties in determining and performing their obligations under the Underlying Agreement. The parties to the Underlying Agreement intend and expressly agree that only parties signatory to the Underlying Agreement shall have any legal or equitable right to seek to enforce the Underlying Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of the Underlying Agreement, or to bring an action for the breach of the Underlying Agreement.

**R. Titles Not Controlling.** Titles of paragraphs are for reference only, and shall not be used to construe the language in the Underlying Agreement.

**S. Waiver.** The waiver of any breach of any term or condition in the Underlying Agreement shall not be deemed a waiver of any prior or subsequent breach.

**T. Monitor Activities.** The State shall have the right to monitor all activities of the CenturyLink related to this Agreement, which shall include, but not be limited to, the right to make site inspections upon reasonable prior notice during normal business hours, to bring experts and consultants ("Agents") on site to examine or evaluate completed work or work in progress, and to observe CenturyLink personnel in every phase of performance of Agreement- related work. Where applicable, the State and its Agents shall comply with CenturyLink's standard security and safety policies and procedures for facilities access.

**U. No Finder's Fees.** No finder's fee, employment agency fee, or other such fee related to the procurement of this Agreement shall be paid by either party.

**V. Indemnification.** The indemnification provisions set forth in CenturyLink's applicable tariffs shall set forth the respective indemnification obligations of the parties, except that the Customer shall have no indemnification obligations that exceed or are in contravention of any applicable law, including, but not limited to, Wyoming Constitution Article 16, Sections 6 and 7, which prohibit indemnification by the Customer.

**5. Order of Precedence.** In the event of a conflict or inconsistency between any terms of this Addendum and the Underlying Agreement the order of precedence will be as detailed in the Underlying Agreement, with the following exception: all conditions contained in this Addendum, in particular, but without limitation, 4B Applicable Law/Venue, 4O Sovereign Immunity and 4V Indemnification shall apply with full force and effect to the Underlying Agreement and all services, and shall take precedence over any other contrary language.

**6. Enforceability.** In accordance with the requirements of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, CenturyLink cannot agree to provide services upon terms and conditions that vary from the provisions of the applicable tariffs on file with the FCC. Customer understands that if any term of this Addendum may be construed as materially rate-affecting such term is not enforceable.

**7. Signatures.** IN WITNESS THEREOF, the parties to this Addendum through their duly authorized representatives have executed this Addendum to the Underlying Agreement between the Customer and CenturyLink, on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions as set forth herein.

The effective date of this Addendum is the date of the signature last affixed to this page.

**Natrona County, WY**

\_\_\_\_\_  
Forrest Chadwick  
Chairman, Natrona County Board of Commissioners

\_\_\_\_\_  
Date

**QWEST CORPORATION D/B/A CENTURYLINK QC**

\_\_\_\_\_  
Susan Baker, Manager, Offer Management

\_\_\_\_\_  
Date

Wyoming



# Western Surety Company

## OFFICIAL BOND AND OATH

KNOW ALL PERSONS BY THESE PRESENTS:

Bond No. 52771833

That we David A. Drell

of Bar Nunn, Wyoming, as Principal, and WESTERN SURETY COMPANY, a corporation duly licensed to do business in the State of Wyoming, as Surety, are held and firmly bound

unto Town of Bar Nunn, the State of Wyoming, in the penal

sum of Fifteen Thousand and 00/100 DOLLARS (\$ 15,000.00), to which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally, firmly by these presents.

Dated this 6th day of January, 2015.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden  
Appointed ☒

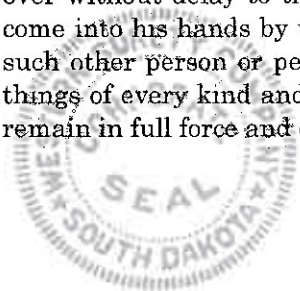
Principal was duly Elected ☐ to the office of Judge

in the Town of Bar Nunn

and State aforesaid for the term beginning January 8, 2015, and ending

January 8, 2016.

NOW THEREFORE, If the above bounden Principal and his deputies shall faithfully, honestly and impartially perform all the duties of his said office of Judge as is or may be prescribed by law, and shall with all reasonable skill, diligence, good faith and honesty safely keep and be responsible for all funds coming into the hands of such officer by virtue of his office; and pay over without delay to the person or persons authorized by law to receive the same, all moneys which may come into his hands by virtue of his said office; and shall well and truly deliver to his successor in office, or such other person or persons as are authorized by law to receive the same, all moneys, books, papers and things of every kind and nature held by him as such officer, the above obligation shall be void, otherwise to remain in full force and effect.



David A. Drell

Principal

WESTERN SURETY COMPANY

By Paul T. Bruflat

Paul T. Bruflat, Senior Vice President



NATRONA COUNTY COMMISSIONERS  
200 N. CENTER ST., RM. 115  
CASPER, WY 82601  
PHONE (307) 235-9202  
FAX (307) 235-9486

Forrest Chadwick  
Robert Hendry  
Matt Keating  
John Lawson  
Steve Schlager

January 12, 2015

Mr. Mike Gilmore  
1992 Chamberlin Road  
Casper, WY 82604

RE: NATRONA COUNTY WEED & PEST DISTRICT

Dear Mike,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Natrona County Weed & Pest District. At the January 20th meeting, the Commissioners will formally appoint you to serve on this Board for the term ending on December 31st 2018. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

A handwritten signature in cursive script, reading "Forrest Chadwick".

Forrest Chadwick, Chairman  
Board of Natrona County Commissioners

FC/mlm

cc: Bill Nelson



NATRONA COUNTY COMMISSIONERS  
200 N. CENTER ST., RM. 115  
CASPER, WY 82601  
PHONE (307) 235-9202  
FAX (307) 235-9486

Forrest Chadwick  
Robert Hendry  
Matt Keating  
John Lawson  
Steve Schlager

January 12, 2015

Lt. Michael Steinberg  
c/o: Office of the District Attorney  
Michael Blonigen, District Attorney  
201 North David Street  
4<sup>th</sup> Floor  
Casper, WY 82601

RE: COMMUNITY CORRECTIONS BOARD

Dear Mike,

On behalf of the Natrona County Commissioners, thank you for your interest in serving on the Community Corrections Board. At the January 20th meeting, the Commissioners will formally appoint you to serve on this Board filling the unexpired term ending on December 31st 2017. We appreciate your dedication and willingness to volunteer your valuable time and services to our community.

Thank you again for representing Natrona County.

Sincerely,

A handwritten signature in cursive script, reading "Forrest Chadwick".

Forrest Chadwick, Chairman  
Board of Natrona County Commissioners

FC/mlm

cc: Michael Blonigen



**Public Notice**

The County Commissioners of Natrona County are seeking public input and comments on a Community Development Grant application for the Wyoming Medical Center Foundation's Masterson Place. The Wyoming Medical Center Foundation is interested in obtaining funding to complete infrastructure on a new facility for the Masterson Place. The Masterson Place is a hospitality house for patients and families to utilize when traveling to Casper for medical treatment. The grant request contemplated will not exceed \$500,000. Other possible CDBG applications may be considered provided they support at least one of the National Objectives:

- Benefit low and moderate income persons
- Aid in the prevention or elimination of slums or blight
- Activity designed to meet community development need having a particular urgency

The Wyoming Business Council administers the CDBG Program and lists the available funding on their website <http://www.wyomingbusiness.org/community/cdbg.aspx>.

A Public Hearing to take public testimony and solicit public opinion on this matter will be held on January 20th, 5:30pm at 200 N. Center St. Program rules are available at the Wyoming Business Council website. [www.wyomingbusiness.org](http://www.wyomingbusiness.org).

**Publish: January 13, 2015**